Vol. II

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, [redacted] 1925

No. [redacted] 231

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SWIFT & COMPANY, PETITIONER,

vs.

FEDERAL [redacted] COMMISSION

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH JUDICIAL CIRCUIT

[redacted]

[redacted]

(31,504)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1925

No. 781

SWIFT & COMPANY, PETITIONER,

vs.

FEDERAL TRADE COMMISSION

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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2:00 o'clock P. M.

After Recess.

Examiner Sadler: The hearing will come to order.

W. J. VEREEN was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Hill.

Q. Mr. Vereen, how long have you lived in Moultrie?
A. Since about 1986, or the county?
Q. Well, the county; did you ever live anywhere except Moultrie in this county?
Q. Yes, I moved to the county in 1891.
1456 Q. What of—what is your business, what sort of business are you in here?
A. Manufacturing.
Q. What kind of factory, cotton mill?
A. Yes. I have also got some other interests, but that is the principal one.
Q. Were you living here in Moultrie at the time that the old Moultrie packing Company was organized?
A. Yes sir.
Q. Were you a stockholder in it?
A. Yes sir.
Q. Do you know the conditions that prevailed in this county with reference to the raising of hogs and cows during the days that the old Moultrie Packing Company operated?
A. Yes; the live stock industry in this section is new; and at the time the Moultrie Packing Company was started, it was done to encourage the raising of live stock and furnish a market here for it, so that you could go out and ask the people to raise it. The character of live stock—of course it was very scrubby stuff.
Q. Well, during the days that the old Moultrie Packing Company operated here, was there any competition between that company and any other packing company here in the purchase of live stock?
Mr. Taylor: That is objected to; Mr. Examiner, as immaterial and also calling for a conclusion.
1457 Examiner Sadler: The objection will be noted.
Q. Go ahead, Mr. Vereen.

A. That question again, please.

Q. Was there any competition here between the old Moultrie Packing Company and any other packing company at that time?

A. None whatever that I know of.

Q. Were you a stockholder in the old Moultrie Packing Company?

A. Yes sir.

Q. If there had been any competition here between that company and any other packer, would you have known about it?

A. Yes sir.

Q. Were the stockholders—who composed the stockholders of the old Moultrie Packing Company, was it a local concern?

A. Local company, I think the entire stock was owned by people in this county, farmers and business men.

Q. Farmers and business men?

A. Yes sir.

Q. And professional men?

A. All lines represented.

Q. Now, at the time this old Moultrie Packing Company was sold out to Swift & Company, did the old packing company, its stockholders, were they willing to sell?

Mr. Taylor: I object to that, Mr. Examiner, irrelevant and immaterial to these issues.

Q. Did they want to sell?

1458 A. Oh, yes.

Examiner Sadler: The objection will be noted.

A. Anxious to sell.

Q. Had you been—prior to the time you sold to Swift, had you had interviews with other packers in an effort to sell it?

A. Yes sir.

Mr. Taylor: That is objected to for the same reason.

Examiner Sadler: The objection will be sustained.

Mr. Hill: I expect the witness to testfy, if your Honor please, that prior to the time that Swift & Company bought this plant, that the stockholders of the old plant were looking about and negotiating with other packers in an effort to sell it.

Q. Now, in the sale of this stock to Swift & Company, did Swift & Company use any unfair means to try to purchase it from you?

A. None whatsoever.

Mr. Taylor: I object to that—one minute—I move to strike out that answer, Mr. Examiner, as it was made before I had an opportunity to complete my objection; this calls for a conclusion of the witness, to decide the issue which should be decided by the Court and the Commission, and it is wholly incompetent.

Examiner Sadler: The objections will be noted.

Mr. Taylor: It is a motion to strike, the answer was made before the objection was completed.

Examiner Sadler: The motion to strike will be noted.

Q. You say you were stockholder in it?

1459 A. Yes sir.

Q. Were you, as a stockholder—were you as a stockholder willing to sell?

A. Yes sir.

Q. Were you as a stockholder together with other stockholders, looking about for a purchaser at the time you sold it to Swift?

A. Yes sir.

Mr. Taylor: That is objected to as immaterial.

Examiner Sadler: The objection will be noted.

Q. Now, after Swift took charge of the plant, Mr. Vereen, I will get you to state whether or not there has been competition here in the buying of live stock?

Mr. Taylor: Now, I object to that.

A. Yes sir.

Mr. Taylor: Mr. Examiner, as calling for a conclusion of the witness, and as the witness has proceeded to answer while I was making my objection, I move to strike out the answer.

Examiner Sadler: Motion to strike will be noted.

Q. After they took charge here, after Swift took charge of the plant and began to operate it, do you know of your own knowledge that we have had competition in the purchase of live stock?

A. I do.

Q. You do?

A. Yes sir.

1460 Q. That testimony is not based on hearsay?

A. It is knowledge, I know it to be true.

Q. Actual knowledge?

Mr. Taylor: I move to strike out the answer as being a conclusion.

Mr. Hill: All right.

Examiner Sadler: The motion to strike will be noted.

Q. Now, tell the court how you know there has been competition in the purchase of live stock from the farmers all over south Georgia.

A. Well, we established a stockyard here, and of course various buyers representing various packing companies are daily on those stockyards buying stock in competition with the local packers.

Q. Now, did that condition prevail at all during the days of the old packing plant?

A. No sir.

Q. Is there competitive buying at this stockyards?

A. Yes sir.

Q. Has any packer, Swift or any other packer, any monopoly on the purchase of live stock in this county?

A. No sir.

Mr. Taylor: I object to that.

Examiner Sadler: Objection will be noted.

Q. Or in that stockyards?

A. No sir.

1461 Q. Does Swift have to pay as much as anybody else?

A. Yes sir.

Q. Does the question of whether he buys or not depend upon his bid?

A. That is true.

Q. After Swift took charge here, Mr. Vereen, I will get you to state whether or not the plant was enlarged?

Mr. Taylor: I object to that, there are other ways of proving what was done in the way of enlarging the plant.

Examiner Sadler: The objection will be sustained.

Mr. Hill: I expect the witness to testify that the plant was at least—was increased in capacity at least three times, its capacity was tripled.

Mr. Taylor: Well, the records of Swift & Company will show just what was done in the way of additions to the building.

Mr. Hill: I want to know if he knows it.

Mr. Taylor: I object to that, secondary evidence of this fact.

Q. Were you familiar with the capacity of that plant before Swift purchased it?

A. Yes sir.

Q. Were you familiar with and did you have actual knowledge of its condition or of its capacity after they bought it?

A. Yes sir.

Q. Do you know from your own personal knowledge
1462 that its capacity was about tripled?

A. Yes sir.

Mr. Taylor: I object to that, Mr. Examiner, and move to strike out the answer, as not the best evidence.

Mr. Hill: Well, that meets your objection.

Examiner Sadler: The objection will be noted.

Mr. Taylor: The motion to strike also noted, or is that ruled upon?

Examiner Sadler: Yes, motion to strike will be noted.

Q. Now, Mr. Vereen, after they increased the capacity of this plant, I will get you to state to the court whether or not Swift & Company through its agents and employees here put on a program for the purpose of educating the farmers and encouraging them along the lines of stock raising?

A. They did.

Mr. Taylor: I object to that, Mr. Examiner, and ask that the witness be instructed not to answer the question while an objection is being made. I move to strike out the answer on the ground that it calls for a conclusion of the witness on matters not within his personal knowledge.

Mr. Hill: Well, I will get that.

Mr. Taylor: It calls for a conclusion of the witness on matters not upon the record, and it is wholly incompetent.

Mr. Hill: Well, I will see if I can't get it within his knowledge.

1463 Mr. Taylor: As well as irrelevant to the issues of this case.

Examiner Sadler: The objection will be sustained and motion to strike will be sustained.

Q. Mr. Vereen, are you familiar with what has been done by Swift & Company, do you have personal knowledge of what they have done to increase the raising of stock in this community?

A. Yes sir.

Q. In this county?

A. Yes sir.

Q. What you are about to say, is it based upon your personal knowledge or upon hearsay or the opinion of others?

A. Based upon personal knowledge.

Q. Based upon personal knowledge?

A. Yes sir.

Q. Now, tell the court how you know that Swift & Com-

pany has encouraged the raising of hogs and cows and things they buy there for his plant?

Mr. Taylor: I object to that as immaterial and irrelevant to the issues.

Examiner Sadler: The objection will be sustained.

Mr. Hill: I expect the testimony, if your Honor please, of the witness to be that he knows of his own personal knowledge that immediately after Swift bought this plant and enlarged it, that he did put on a program through its man-
1464 ager there, and through its other agents and employees among the farmers of this county, in an effort to encourage them to raise better live stock. I expect the witness to testify of his own personal knowledge that Swift has spent thousands of dollars in this county, sending boys and girls to school, to study this live stock raising, that it has appropriated hundred of dollars, maybe thousands, to the organization of pig clubs in this community among the boys and girls, that it started its program around the firesides in the homes of the people of this county, in an effort to educate them along the lines of stock raising, especially with a view of educating them to raise better live stock. I expect him further to testify of his own personal knowledge he knows that Swift & Company spent thousands of dollars here putting on expensive exhibits at county fairs in the way of live stock, so that the people might see them and know what kind of live stock they could profitably raise, what kind the packer could profitably pack. I expect him further to testify of his own personal knowledge that he knows that Swift & Company has spent thousands of dollars in the purchase of pure blooded Hereford bulls and distributed them all free of charge among the farmers of this country, and full blooded Duroc boards and other breeds to the pig clubs and to farmers over this county, and also that he knows of his personal knowledge that they have distributed among the farmers here pure blooded chickens, all in an effort to encourage the farmer and to educate him along the lines of pro-
1465 ducing good, first-class live stock instead of the razorback hog and the piney woods cow that they used to raise. We say that that testimony is relevant, if your Honor please, to illustrate the question of whether or not Swift & Company has lessened competition in the sale of its products, finished products, its meats; we say that the question of production is so closely allied with the sale of the finished

product that the encouragement of one necessarily illustrates what was done in the sale of the other.

Mr. Taylor: Now, Mr. Examiner, if all of these things which counsel has so ably elaborated had anything to do with the case whatever, counsel knows perfectly well that the proper way to prove how much Swift & Company has spent for all of these things is to introduce the records of Swift & Company to show their expenditures; not to call in some outside man that has heard about it.

Mr. Hill: I am introducing my witnesses, and in order to put the record right, I state in my place as an attorney that this man will testify to these facts, that they are not based upon any record, but based upon knowledge that he has personally of each and every transaction, independent of any record.

Mr. Taylor: That is not the best evidence; the records are the best evidence.

Mr. Hill: We submit, if your Honor please, that anybody that knows a fact can testify to it. Of course, if a wit-
1466 ness knows a fact only as he has seen it in a record, then unless he can testify independently of the record, his testimony is not admissible, but if he is in position to testify independent of a record, to facts lying within his own personal knowledge, then under every rule of law it is admissible.

Q. Mr. Vereen, you have been in the manufacturing business how long?

A. Why around eighteen years, twenty years.

Q. Manufacturing cotton?

A. Yes sir.

Q. Are you by reason of that fact an expert on the question of manufacture of raw materials into the finished product?

A. Yes sir.

Q. I will get you to state, Mr. Vereen, whether or not there is a direct and intimate relation between the production of the raw material and the sale of the finished product?

Mr. Taylor: That is objected to as immaterial.

Examiner Sadler: The motion will be noted—the objection will be noted.

A. Sure.

Q. Does the price of the finished product to a large extent depend upon the production of the raw material?

A. Sure.

Mr. Hill: Now, if your Honor please, the Trade Commission, I have no doubt in my mind but what they con-
1467 sider this kind of testimony, consider that it bears directly upon the issue of whether or not the allegation of this complaint is sustained or not.

Q. Mr. Vereen, do you know, have you seen Swift & Company in the act of encouraging the raising of live stock?

A. Why, without question, many times.

Q. Tell them what you have seen and known of their doing?

A. Well, in increasing the raising of live stock?

Q. Yes sir.

A. They have through the Moultrie Chamber of Commerce, an organization composed of farmers and business men, and who employ agents whose chief work is to develop live stock raising in this county; contributed funds to that; in addition to that, all the way from the manager and their stock men, they have ridden this county, attended meetings, discussed the live stock situation with the farmers in all sections of the county, and have encouraged them to raise better stock and more stock.

Q. Have you seen them do that?

A. Oh, yes.

Q. Have you been in meetings with them where they have done that?

A. Oh, yes, numbers of times. In addition to that, they have given away fine stock, or loaned it out, bulls, all over this county, to various farmers located in different sections where the various farmers could get the use of these bulls; they
have done that free of charge; they have—I remember
1468 they shipped I don't know how many chickens down here, and sold them at a very low price to encourage the poultry raising out in the country. Why, if I had time and had my wits together, I could give you a picture of what a really big corporation has done down in this county; I could give you numbers of illustrations; these just popped in my mind as I was passing along.

Q. These you have been telling, you know about them?

A. I know.

Q. You have seen it with your own eyes?

A. Absolutely. In addition to these things, we organized here a county fair, and its principal work was to develop live stock raising. I mentioned a while ago about all these chickens being shipped down here, and this fine stock being

distributed out. They leant the farmers every assistance in the world. When we organized this company it was organized for that purpose. I asked the manager of Swift & Company if they would not put a little money into it, and they stepped in—I have forgotten the amount they put in exactly, but it was at least a thousand dollars. We developed it around here; they have co-operated in every way towards developing the live stock raising in this county.

Q. Now, this stock that they have encouraged the farmers to produce—I want to ask you this question; was Swift & Company the only buyer to buy that stuff, or has there been competition in the purchase of the very thing
1469 they have encouraged the production of?

A. Yes sir.

Mr. Taylor: I object to that as having been gone into before, not only by this witness—

Mr. Hill: Would this court hold for a minute that because a defendant comes in and proves a fact by one witness, they are thereby precluded from proving it by another witness?

Examiner Sadler: The objection will be noted.

Mr. Hill: I understand that this hearing before the Trade Commission will be governed by the rules of the preponderance of evidence; if the preponderance is in favor of the respondent, necessarily they would have to hold for the respondent; we want it to preponderate.

Mr. Taylor: Not where the evidence has nothing to do with the issues. This may be very interesting, but it has nothing to do with the issues.

The Witness: I would like to say, whether it goes in the record or not, that the manager of Swift & Company told me at the time of organizing those stockyards—I personally did not want to take any stock in the stockyards unless it was going to help their interests, or rather the very interests that I have spoken of, farming, agriculture, live stock production in the county. He told me that he would be glad if I would do it, that he thought that the more competition we had the better it would be in the production of live stock, and
1470 I took some stock and others took it; Swift & Company through their manager encouraged it.

Q. That stockyards, then, served the purpose, as I understand you, of selling on a competitive market?

A. Yes sir.

Q. The live stock that Swift & Company has encouraged the production of?

A. Absolutely true, yes sir.

Q. All right. Now, if that stockyards, Mr. Vereen—

Mr. Taylor: Now, Mr. Examiner, I move to strike out the conclusions of counsel as well as of the witness.

Examiner Sadler: The motion to strike will be noted.

Q. Well, do you know that fact of your own personal knowledge, or is that based on somebody else—

A. Based on my own knowledge, I might add that through my connection with the Chamber of Commerce, I was thrown closely with this work; I have given considerable time and money to this very end.

Q. Are you one of the active directors of the Chamber of Commerce?

A. Yes sir, and chairman of the agricultural committee.

Q. Are you also an agriculturalist, Mr. Vereen?

A. No, I am not; that is the reason I laugh about that.

Q. Now, Mr. Vereen, I believe you stated that there was not any competition in buying here prior to the time that Swift & Company took charge?

1471 A. I did state that.

Q. Yes.

Mr. Taylor: No, Mr. Examiner, that is not what the witness testified to.

Q. Was there any competitive buying here before Swift took charge?

A. No sir. They shipped all the hogs in here; we bought them at the best we could pay; no competitive market. I might add that everybody here knows, and I suppose the Commission knows it,—if they don't they would like to have the facts about it—that this Moultrie Packing Company was not organized here for us to go in the line of business. It was put up here simply to increase the live stock production; we went as far as we could, and then got Swift to take it, and they have carried it on in that way.

Q. All right, now, I will ask you this question: You have testified about the sale and the competition in the purchase of live stock. What is, as raw material. What do you know, if anything, about the competition in the sale of the finished product, like hams, bacon, things like that here, put up by Swift, Armour, and any other packer; is there competition here in the sale of that, in the city of Moultrie?

A. Oh, yes, without question. I have noticed numbers of time different merchants here having Armour's meat, Cudahy's meat, other packers' meat.

Q. You mean by that having any advertising in the stores?

1472 A. Yes sir.

Q. And putting them on the market for the public?

A. Yes. In fact, you can go to any store here right now; these gentlemen can go, if they doubt that, and find these other packers' products in every store that handles meat, these different packers' meats.

Q. Then you know of your own personal knowledge that there is more competition in the sale of the finished meat product in Moultrie today than there was during the old company's days?

Mr. Taylor: I object to that, that is a conclusion of counsel entirely, the witness did not say that.

Q. I believe you said there was competition here now?

A. Oh, yes.

Q. How does it compare with what it used to be?

A. It is certainly equal.

Mr. Taylor: I also object to that.

Q. It is certainly equal?

A. It is certainly equal, and judging by what I see, every week, pick up the daily paper here and read it, you know, see the advertising of these different merchants here—in fact, if I was running a store, I think so much of what Swift & Company has done, I don't think I would handle anybody's meat but Swift's, because they have done their part in the development of this section here. In fact, when I buy any meat I call for Swift's, because I want to stand by the

1473 folks that have stood by this section and developed it.

Q. Just naturally tastes better, don't it?

A. Yes sir, it does.

Mr. Taylor: Especially if it comes from this section?

Mr. Hill: I believe the witness is with you.

Mr. Taylor: Are you through, Mr. Hill?

A. Yes sir.

Cross-Examination by Mr. Taylor.

Q. Mr. Vereen, will you please describe this competitive buying which takes place up here at the stock yards?

A. How much in detail would you like to have it?

Q. Oh, I would like to know just how it is done, how the various parties who come in here to buy hogs do it, both those that order direct, and those that place their orders through

the commission men, how it is done, describe it so we can have the picture of this competitive buying that you have been describing in general terms?

A. Well, these local hogs that are brought in in wagons, they drive them out at the stock yards, they are put in the stock pens. These different buyers—I don't know how many there are there now—possibly three or four or five, they bid on these hogs and buy them, just like I would buy a bale of cotton.

Q. Put up and sold at auction?

A. Well, that is not always done; it is sometimes
1474 done, possibly, like any other business, yes; they don't have a certain formula they have got to go through, but the fellow that offers the most money for the hogs gets them.

Q. Do they keep records there at the stock yards showing just what is done, how many hogs come in, whom they are sold to, what price they bring?

A. They keep fairly good records, I suppose they could keep them better.

Q. Do the records show all of those things?

A. What say?

Q. Do the records show all of those things, do you know?

A. Judging by the way this record is going to show it here; I would say this record don't show everything; I would say also that possibly there is some things that that record does not show.

Q. Do you know anything about the records up there; do you know just what it does show, or are you just guessing about it?

A. Well, I have not seen it recently; I have based my conclusion, that is, on the remarks made by farmers who sold stock there; having been there and seen them sell it, seen the highest bidder get the stock.

Q. And this competitive condition in the buying of stock grew up with the establishment of this stock yard here?

A. Yes sir.

Q. Did it not?

1475 A. Yes sir.

Q. Now, you spoke of the bulls which Swift had brought into this community, of which you had personal knowledge. Will you please state just exactly how many these bulls and to whom they were sold, given or loaned, or whatever the case was, in each instance?

A. I could not give you those facts in detail; if you want

that detailed information I suggest that you go to Swift & Company's records; they are scattered around the country; I can get out with you and show you numbers of bull, and numbers of people who had the bulls and who have them now.

Q. That is what I stated to counsel, that we should have this evidence from first sources.

Mr. Hill: Well, if your Honor please, we did not undertake to show every bull, and his color, just how long his tail was or his horns or other portions of his anatomy, nor just who had him, but we wished to show he was a bull, and some bull, too.

Mr. Taylor: Well, I expect we have made a whole lot of bulls here.

Examiner Sadler: There is a whole lot of bull going into this record, I think.

Mr. Taylor: I think if we get down to the real facts—

Mr. Hill: It was not to prove by him exactly the number; he may approximate it, what was the fact, that they had bulls for that purpose, that is the fact that we wanted to
1476 prove, and did distribute them.

A. That is it.

Mr. Hill: Whether one or fifty.

The Witness: In fact, if what you want is the truth about this thing, the number of bulls they distributed, and all that, I am sure, that if I fail to give you in detail the exact size, color and number of these bulls, you can easily get the truth, if that is what you want, to get the facts.

Mr. Horton: Mr. Examiner, I call your attention to the fact that when Mr. McDowell was on the stand Tuesday I tried to show by him the way in which Swift & Company had aided in live stock development. It got as far as to show that he had distributed or had aided in distributing certain pamphlets, and he had given $250 per year to pig clubs; that I was stopped there, and prevented from going any further. The next item that I had on my list was in regard to these Hereford bulls; I will be very glad to show that when I get the opportunity.

Mr. Hill: We got a man waiting to testify to all that.

By Mr. Taylor: Q. Now, Mr. Vereen, is your knowledge in regard to the chickens any more specific than it is in regard to the bulls?

A. I judge by that question you want me to answer the number of chickens they had, and who they sold each one to, and the other descriptions of those chickens. If that is the

information you want, I have not got it in detail. I
1477 know this to be a fact, that they distributed hundreds, and I don't know, maybe thousands of chickens.

Q. Do you know from positive facts from your own knowledge that they distributed one hundred chickens?

A. I do.

Q. Now, where did you learn that?

A. Where did I learn it?

Q. Yes.

A. Well, I might say to you, speaking particularly, that I remember one particular instance in this county fair, where they had all these chickens there; they distributed them all during the fair; when the fair was over the chickens were gone, I remember; I remember I tried myself to get some of those chickens, to take to my own home, and the chickens were all gone. They told me that they had distributed them; I had seen people taking them away. I did not stop to count them or take down the fellows' names that took the chickens away.

Q. Where was this, Mr. Vereen?

A. What say?

Q. Where was this?

A. Right here at this fair out here, a mile from town, just beyond the city limits.

Q. When?

A. Well, I am not certain about the year; it was the year before last or the year before that; I think this fair has
1478 been going three or four years, something like that.

Q. Do you know how many of these chickens there were?

A. How many they shipped down here?

Q. No, how many of the chickens there were that you saw out there at the fair?

A. Oh, I would say there was several hundred, but just how many I don't know in detail, I don't know exactly.

Q. You don't know—were those chickens—they belong to Swift & Company?

A. Yes sir.

Q. Do you know that Swift & Company did not take any of them back, take them away from the fair?

A. Why, they distributed all of those chickens down there, all of them, none of them were shipped back.

Q. You say they distributed them; in what way; did they give them away or sell them or loan them or what?

A. They sold them at a very reasonable price; I have forgotten off hand how much the price was, but I know at the time they were a very fine breed of chickens, and they were sold possibly cheaper than the scrubby stock chickens were sold for.

Q. What was the breed?

A. Why, they had several breeds.

Q. How did they sell them, by the pound or by the head?

A. Why, by the head, I think.

Q. Do you recall the price?

1479 A. No, I don't. I know the impression made on my mind at the time was that they were very reasonable. It is hard to keep in mind the price of chickens back two or three years ago. They have been going up so high and down so low, you know, that it is hard to keep in mind these figures. The big impression about the whole thing was at the time that they were trying to build up the raising of better poultry.

Mr. Taylor: I move to strike out the latter part of that answer as not responsive.

Examiner Sadler: The motion to strike will be noted.

Mr. Taylor: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

Mr. Horton: Mr. Examiner, at this time I wish to offer in evidence Press Summary of the Department of Agriculture, Bureau of Census, released for use on July 12, 1921, preliminary announcement on agriculture, 14th Census, 1920, Live Stock and Live Stock Products in the State of Georgia.

Examiner Sadler: Have you any objections, Mr. Taylor?

Mr. Taylor: No.

Examiner Sadler: The statement will be received in evidence and marked Respondent's Exhibit No. 2.

(The statement was thereupon received in evidence, and marked "Respondent's Exhibit No. 2.")

Examiner Sadler: Who is the next witness?

1480 MR. T. W. VEREEN was thereupon called as a witness and after having been duly sworn, testified in substance as follows (pp. 3342-3346):

That he lived in the City of Moultrie since 1896; that he was president and manager of the Moultrie Grocery Com-

pany, a wholesale grocery house; that he knew of his own personal knowledge that since Swift & Company had been in charge of the packing business at Moultrie there has been competition in the sale of meats, that is, the finished product, meats such as hams, shoulders, sides, bacon and meats generally, between Swift & Company and other packers; that he knew this because he was buying from them and getting different prices from the different packers; that there has been more competition between Swift & Company and the other packers than there was between the old Moultrie Packing Company and the other packers before Swift came there; that Swift & Company got most of his business because their prices were less than the other packers. It causes other packers to cut their prices coming in here, on account of Swift & Company being right here on the ground. That Morris & Company and Armour & Company did business in Moultrie; that there was competition between those companies and Swift & Company; that Cudahy came there but did not come regular; that others came there but witness did not buy from them; that he bought from the above named firms all the time; that he has an opportunity to buy from them every week; that he buys from the one that is the cheapest; that everything being equal, he gives the
1481 business to Swift & Company because they are local people; that if Swift's prices are higher, he buys from the others; that there is the strongest kind of competition between them; that it is stronger right here in Moultrie than anywhere else the witness knows of.
1482 (Witness excused.)

J. H. GREEN was thereupon called as a witness and having been first duly sworn, testified as follows:

Direct Examination by Mr. Hall.

Q. Doctor Green, how long have you lived in Colquitt County?

A. Twenty-eight years.

Q. What business, what official position do you hold in the county?

A. I am chairman of the board of County Commissioners at this time.

Q. Doctor, do you know of your own knowledge—were you a stockholder of the Moultrie Packing Company?

A. Yes sir.

Q. Do you do any farming?

A. Yes sir.

Q. Farming is chiefly your occupation now, isn't it?

A. At this time, yes sir.

Q. Do you raise live stock, cotton, corn, peanuts?

1483 A. Yes sir.

Q. Doctor, are you familiar with the conditions that prevail in this county while the old Moultrie Packing Company was buying live stock with reference to whether or not there was any competition in the buying of it then?

Mr. Taylor: I object to that as immaterial and calling for a conclusion of the witness.

Examiner Sadler: The objection will be noted.

Q. Just go ahead, Doctor.

A. Yes sir, pretty well.

Q. Was there any competition then, at all, to amount to anything?

Mr. Taylor: I ask for the same objection.

Examiner Sadler: The objection will be noted.

Q. While the old Moultrie Packing Company had it, was there much competition then?

A. No sir.

Q. Since—do you know whether Swift & Company have ever bought any live stock here while the Moultrie Packing Company was here?

A. If they ever bought a car in this country I didn't know it; never bought any hogs.

Q. After Swift & Company took charge of the plant, has there been competition in the buying of live stock here?

A. Yes sir.

1484 Mr. Taylor: I object to that for the same reasons, Mr. Examiner.

Examiner Sadler: The objection will be noted.

Q. You say there has been?

A. Yes sir.

Q. When a farmer sells his live stock here now, Doctor, does he sell them to the highest bidder at the stock yards?

A. Yes sir.

Mr. Taylor: That is objected to as immaterial.

Examiner Sadler: The objection will be noted.

Q. Is there any monopoly existing in this community on the part of Swift & Company in the buying of live stock?

A. No sir; to my knowledge they have never tried to monopolize in any way; it has been free for everybody since they have been here. And really, if I have understood them —I have been pretty close to them; they wanted competition; they wanted to make people feel like they were getting what they should have; and they didn't think they could do it and have no competition.

Q. Do you know, then, of your own personal knowledge whether or not they encouraged the means whereby competition would be produced, to-wit, the stock yards?

A. Yes sir.

Q. Now, in that stock yards, Doctor, stock, you say, are sold to the highest bidder?

A. Yes sir.

1485 Q. Doctor, since Swift & Company came here, I will get you—you are an old farmer here—not an old man, but been farming a long time, haven't you, Doctor?

A. Well, I have been farming for twenty odd years.

Q. Twenty odd years?

A. Twenty-two years.

Q. Before Swift & Company came here what kind of hogs did we have, Doctor?

Mr. Taylor: I object to that as immaterial.

Q. What did we usually call them, what were they known by all over the country?

A. Razorback piney woods rooters.

Q. Now, did they continue to be piney woods rooters and razor-backs during the time the old Moultrie Packing Company operated?

A. Well, we began to get out of it, began to improve our stock just as soon as we started.

Q. Began to encourage the farmers to raise better?

A. Yes sir.

Q. Now, when Swift & Company took charge, did they encourage the farmers and stock raisers in this section of the country to raise more stock and a better grade of stock?

A. Yes sir, that has been one of their greatest motives, brought a good many white faced bulls and just offered to give them to folks.

1486 Mr. Taylor: Mr. Examiner, without making an objection to each one of these questions, may I have the benefit of an objection?

Examiner Sadler: Yes.

Mr. Hill: Yes sir.

Mr. Taylor: Along this general line?

Mr. Hill: All right, just understand the objection is noted to each of these questions.

Mr. Taylor: Thank you, Mr. Hill.

Q. Now, Doctor, what do you know—do you know of your own knowledge that Swift & Company distributed among the farmers of this country pure bred bulls?

A. Yes sir.

Q. Did you see some of the bulls?

A. Yes sir, they tried to get me to take one, but I already had one.

Q. Do you know, then, of your own personal knowledge that Swift has encouraged the growing of better live stock and more live stock around here?

A. Yes sir.

Q. Do you know of any way they could have encouraged it that they did not encourage it, do you know of anything else they could have done that they did not do to encourage and to educate the people about good live stock?

Mr. Taylor: I wish to interpose the additional objec-
1487 tion to that that it is going into the realms of specula-
tion, beyond the knowledge of the witness.

Examiner Sadler: The objection will be sustained.

Mr. Hill: Expect the witness to testify that in his judgment and from his observation, what he saw them do, that they could not have done anything more than they did do to encourage the live stock raising.

Q. When a man furnishes a bull, doctor, he has furnished the source of production, hasn't he?

A. Well, they did that, then I know of them getting in good heifers and these short horns, white faces, they were put up there and kept for months and months, trying to sell them, place them with some of us farmers for making beef, is what they claimed.

Q. You do know of them offering to give some of them away?

A. The bulls, yes sir.

Q. Then you say that they not only put out bulls, but put out heifers?

A. They would sell the heifers, but they would sell them at a low cost; they said they hated to slaughter those heifers when this country needed them so badly.

Q. Do you know whether or not any of those bulls or heifers went into your section of the county, seen any of them in the county?

A. Mr. Hutchison, over there about two miles this side of me got one, Mr. Manier down here got one that I
1488 know of. Mr. Baker, Joe Baker, they placed—Tom McMillan; they placed a good many of them; they had about two dozen of them, they all went away from there; it took them a long time to get people to take them out.

Q. Now, tell us, if they had two dozen bulls to distribute here, would that take care of the amount, what a bull is supposed to do to produce live stock, twenty-four bulls, how many cows will one bull serve—

Examiner Sadler: I think you are getting—

Mr. Hill: I want to show that it was sufficient, that they could not have done any more, that they furnished all the bulls that the cows could accommodate.

The Witness: No, I don't think even two dozen bulls would have been sufficient, but it would have amounted to a good deal.

Q. All right, now, do you know anything about them giving away chickens at county fairs, or selling them to people?

A. Yes sir.

Q. Do you know whether or not they put on exhibits at county fairs of live stock?

A. Yes sir.

Q. Do you know whether or not there is any competition in this locality in the selling of finished meat products, like bacon, hams and shoulders?

A. Yes sir.

Mr. Taylor: May I have the same objection to that,
1489 Mr. Examiner?

Examiner Sadler: Yes.

Q. Now, you say there is competition?

A. Yes sir.

Q. How many other packers did you know about selling meat in this locality?

A. Well, I don't know of any particular one but Armour; Armour was the strongest competitor here in this place here.

Q. They do compete with Swift?

A. Yes sir.

Q. You say of your own personal knowledge, most of the meat you have bought in the last year or two has been bought from Armour?

A. That has been my information through Mr. Huber and Mr. Clay.

Q. Do you have any personal knowledge about it, did you pay any bills to them?

A. Not this year, you know, we have not bought any.

Q. I mean when you did buy?

A. Yes sir.

Q. Now, are the questions of buying those goods passed upon by the board of directors of which you are a member?

Mr. Taylor: I make no objection to this on the ground it is hearsay.

Mr. Hill: All right, the witness is yours.

Mr. Taylor: Are you through?

Mr. Hill: Yes sir.

1490 *Cross-Examination by Mr. Taylor.*

Q. How long has Armour been engaged in business here?

A. How long has Armour been engaged?

Q. Yes, that is, has he been selling meat here?

A. I could not tell you, but he has been selling meat here a good many years.

Q. Swift has too, hasn't he?

A. Yes sir.

Q. Swift & Company?

A. Yes sir.

Q. And back from the fall of 1914 up to the time Swift bought the stock of the Moultrie Packing Company, the Moultrie Packing Company was also selling meat here, wasn't it?

A. Yes sir.

Q. Do I understand you correctly that these bulls were absolutely given away, and that you refused to accept one as a gift?

A. That was my understanding, that they were given away.

Q. You refused to accept one as a gift?

A. I didn't need him; I had a good one, had a better one, I thought, than they had, I had a bull that I had paid a good price for.

Mr. Taylor: That is all.

Mr. Hill: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

1491 S. C. HOOD was thereupon called as a witness and having been first duly sworn, testified as follows:

Direct Examination by Mr. Hill.

Q. Doctor, do you live in Moultrie?
A. Yes sir.
Q. What is your position here?
A. I have been for the last year field manager for the southwest Georgia Development Association, up to June 1st.
Q. What did you do prior to that time?
A. I was for three years agricultural agent for the Georgia Northern Railroad.
Q. Before that time what did you do?
A. Up to that time, from 1903 until '17 or '18, whenever it was I came here, four years ago, I had been in the Federal Department of Agriculture.
Q. The Federal Department of Agriculture. Where were you raised, Doctor?
A. Vermont.
Q. Vermont?
A. Yes sir.
Q. Doctor, did you ever study agricultural conditions?
A. That has been my business, practically for fifteen years, southeastern conditions.
Q. Doctor, did you ever have occasion to know of your own knowledge whether or not Swift & Company here
1492 in Moultrie ever did anything to encourage the growing of live stock, through this section?
Mr. Taylor: I object to that, Mr. Examiner, Immaterial.
Examiner Sadler: I think this is all cumulative evidence.
Mr. Taylor: I think it is established in the record.
Mr. Hill: We grant you that it is cumulative, but we have not had just exactly the kind of witness that we have got now; we have got a philosopher on the stand now.
A. Yes, they have taken very active steps, by personal work and the expenditure of money, to my personal knowledge.
Mr. Taylor: Now, Mr. Examiner, I move to strike the words "very active."
Mr. Hill: Well, tell them how you know it has been active, what do you call active, what have you seen that you say is active?

Examiner Sadler: Just a second please.
A. During the time,—
Examiner Sadler: Just a second.
Mr. Taylor: Just a minute; I have a motion here upon which I ask for a ruling.
Examiner Sadler: The motion will be sustained.
Mr. Hill: What is the motion?
Mr. Taylor: To strike out the words "very active."
Q. All right, Doctor, leave off the words "very ac-
1493 tive" now, and just tell us what you have seen them do.
A. One thing is that there—they were one of the contributors in the Southwest Georgia Development Asso, ciation, which was formed in different counties.
Mr. Taylor: Mr. Examiner, may I have it understood that my objection may go to all of these questions without repeating?
Mr. Hill: Yes sir, without repeating.
Examiner Sadler: I think we are getting out of the realm of the issues of the case here.
Mr. Hill: No sir, we will come right back to it; he is going to mention a very vital fact here in a few moments; if it is not relevant you can rule it out.
A. The Southwest Georgia Development Association was formed primarily for the purpose of promoting general agricultural development and live stock, with especial reference to live stock development. That was made up of business men, railroads, Chambers of Commerce, all different counties in southwest Georgia. Swift & Company was a sustaining member to that organization, contributed to its financial support.
Q. How much did it contribute?
A. Five hundred dollars.
Q. When was that, how long ago?
A. That was started, began work say from June 1st, 1920, for the two months prior to that the organization was being shaped up, prepared.
1494 Q. Now, in addition to that, Doctor—
A. In addition to that, one of the kinds of work done by this association was the holding of bankers' meetings through their counties, interesting the banker in live stock promotion, also farmers' meetings, bringing the matter to the attention of the farmers. At those meetings, Mr. McDowell, manager of Swift & Company attended those meetings, a large number of them, with me personally, and spoke at those meetings. The particular point that he brought out

at these meetings was the fact that for forty years there had been an annual variation in the hog market, and the average of those years showed that May and September with the high periods of price; from the first of November to the first of February with the low prices the country over. The prevailing custom has been in the southeast and is yet to market the hogs during November, December and January, because they are finished on peanuts, and that is the time the fields are generally out. Mr. McDowell was stressing the point to the farmers that they should arrange their feeding to bring their hogs on the high point of the market, rather than the low point, in order to secure a higher price.

Q. Did you ever write a bulletin, Doctor, on the question of hog raising?

A. Yes.

Q. The Two Crop Hog System, known as the Two Crop Hog System?

A. Yes sir.

1495 Q. Do you know whether or not Swift & Company dessiminated the knowledge contained in that pamphlet among the people in that section?

A. That originally was published by the Colquitt County Farm Bureau. Swift & Company reprinted seventy-five thousand for distribution in Georgia, and a large number—I don't remember the number that was distributed for Alabama, but they had the Alabama and the Georgia reprint of that bulletin. I happened to know the Georgia figures; it was seventy-five thousand, but I don't remember the Alabama figures.

Q. Was that pamphlet designed for the purpose of educating the farmer about how to grow good live stock?

A. How to make money raising live stock on Georgia farms.

Mr. Hill: The witness is with you.

Cross-Examination by Mr. Taylor.

Q. Doctor Hood, this high point in the price of hogs, these two months that you have mentioned, when were they, May?

A. May and September, particularly those months.

Q. Those are the times of the year when fewer hogs coming into the market, aren't they?

A. Yes, that is the usual condition.

Mr. Taylor: That is all.

Mr. Hill: That is all.
Examiner Sadler: The witness will be excused.
(Witness excused.)

1496 H. McDOWELL was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Hill.

Q. Mr. McDowell—
A. Yes sir.
Mr. Hill: Your Honor, just one or two points I want to bring out from Mr. McDowell; I want to state to you that I don't know whether he knows enough without his records to testify or not; if he does not I won't insist on it; if he has personal knowledge of it, however, I will insist on him putting it in now, and put the records in later, to connect it up.
Q. Mr. McDowell, do you have any personal knowledge about how many bulls were placed out among the farmers here by Swift & Company?
A. Yes sir.
Examiner Sadler: Just a second; do you consider any of this—I would like to say that I don't consider this relevant to the issues of the case. I will let this in under objection.
Mr. Hill: All right, sir.
Examiner Sadler: I think there is plenty of it in there to cover it.
Mr. Hill: No—I agree with you that we have got enough of it in along that line, but the attorney for the Government made the point that we had not shown by anybody that knows
1497 the facts, the number that we distributed and what kind we distributed, and so on. We just wanted to put that in, to settle that definitely, and have it definite in the record.
Examiner Sadler: I don't consider this relevant.
Mr. Hill: I understand you don't but you have noted the objection to it.
Examiner Sadler: To call attention to the fact, to call the Commission's attention to the fact that there has been argument on it, and the attorneys for the respondent consider it very relevant.
Mr. Hill: All right. We consider it relevant, then, for this purpose, we think it is very material, the question of

whether or not they encouraged the production here of the raw material and thereby necessarily increased the production, as has been shown here, of the finished product. Now, we want to show, to meet the objection made by our friends, the extent of the encouragement, along the lines of placing bulls and boars out among the people.

Q. How many bulls, Mr. McDowell—

Mr. Taylor: I will ask an objection to all of these questions without repeating it as to each question.

Mr. Hill: That is all right, we grant you that right.

Mr. Taylor: I do that with the understanding that the examiner will consider that each question has an objection to it specifically, and whenever he feels that it should be

1498 sustained, to sustain it.

Mr. Hill: If your Honor please, we are offering this to meet the objection he made to the other, that it did not prove anything, because they didn't say how many.

Examiner Sadler: Are there records available to show the amounts?

Mr. Hill: I have just announced before I put him on that we will prove it by him if it is in his knowledge.

Examiner Sadler: If the records are available I will let him produce the records.

Mr. Hill: We promised to produce the records.

Examiner Sadler: Why not hold off until the records are put in evidence?

Mr. Hill: The only reason was I had to leave this afternoon, and perhaps would not be back tomorrow; and I just wanted to be certain I got that in to meet the objection of counsel; I do not insist on it, but if he knows irrespective of the record, I would like for him to testify, because he did distribute them.

Q. Do you know of your own knowledge the number?

A. Yes sir.

Q. How many bulls—

Mr. Taylor: Mr. Examiner, I would like to know if the records do disclose these facts?

Q. Have you got any records down there to show how many?

1499 A. I will tell you how many records we have; we could not use those records to back up this testimony, could not make it dove tail; we could find the bill out there from the man we bought these bulls, where we paid for them.

Q. It would not show the distribution?

A. I think that bill was paid in the Chicago office; they charged it to the Moultrie plant; we absorbed the Chicago office charge on our books; we then distributed these bulls and later on wiped it out after we got rid of all these bulls, gave them away or sold them, we charged off that entry to profit and loss. So that would be a very hard thing to trace. We could show the three entries, by taking the Chicago books and ours. Where we bought thirty bulls, we could show the receipt of those bulls here; we could show where we charged off that much—that charge on the Moultrie books to profit and loss; we have not a receipt for these individual bulls distributed around.

Q. I understand; well now—

A. We did take receipts, but we did not—we just kept those in memorandum form, I don't believe they could be produced.

Q. Well, those records would not show—

A. I think they have been thrown away.

Q. And I presume the records at Chicago that you would have to have to dovetail in to show the buying of them would not show whether you slaughtered them or what?

A. No sir.

1500 Examiner Sadler: This is all opinion evidence?

A. Opinion evidence? No sir; if you will let me tell the story about these bulls, I think you will accept it as the facts.

Q. All right.

A. I will tell it in my own words.

Q. All right.

A. Previous to coming to Moultrie in my present position, I personally authorized the purchase of thirty bulls from the S. & S. Ranch in Texas, to be shipped to Swift & Company, Moultrie, for free distribution to the farmers. That purchase was made and the shipment was made. When I arrived in Moultrie I found the bulls here, personally saw them, personally distributed them to the farmers of this section, principally Colquitt County. Our practice was to put the bulls out in the hands of farmers, lend them to them, upon their promise to let their neighbors have the service of those bulls for their cows. We scattered them all around, so as to give service in as many places as possible; after six months we took the bulls away from those people, and gave them to other people. We kept that up until about six months ago when we finally either gave the bulls to the farmers free of charge or sold them. We sold a few of the bulls, about six;

we sold them at a low price, about one-fifth of what we paid for them.

Q. All right, now, Mr. McDowell, that gives us the bull story. Now, about boars, do you know anything about
1501 that, pig clubs and things like that?

A. We have not distributed any boars in the manner that we distributed these bulls, but we have purchased six boars and three pure bred sows and offered them as prizes for the contestants in boys and girls pig clubs; that has been handled through the county agent here, the distribution of those classes.

Q. Now, your chickens, how many chickens did you put out to encourage the raising of pure bred poultry?

A. We have been bringing chickens in here for three years, ending last fall; we brought in the first year 500, that would be 1918; in 1919 we brought in one thousand; in 1920 we brought in 600; these were Rhode Island Reds and Plymouth Rocks.

Q. What did you do with them?

A. We offered to sell these chickens to the farmers of Colquitt County and the immediate vicinity at cost, or we gave them away. We gave away the first two years 200 of those chickens, with the understanding that the recipients of those chickens, those receiving them, were to give back to us the following fall twice as many as we gave them. And then we distributed those chickens we received back from the farmers to other farmers.

Q. All right. In addition to that, Mr. McDowell, there is one more thing I want to ask you about; if Swift & Company have put on any demonstrations to educate the farmer about how to feed hogs successfully?

A. Yes sir.

1502 Q. So that the farmer could make a profit out of the hogs?

A. Yes sir, that was our idea.

Q. You put that demonstration on in connection with whom?

A. In the fall of 1919 we fed—we purchased and fed at our Moultrie plant about four thousand pigs; that was done by ourselves, not in connection with anyone else, other than the local county agent. Our idea in feeding these pigs was to demonstrate to the local farmers that it was profitable to take pigs and feed them into packer weights, and that it was unprofitable to sell their pigs on the low winter market. Dur-

ing the year that I spoke of, we purchased fifteen thousand pigs, weighing less than one hundred pounds. We slaughtered all but four thousand, and fed the four thousand up. We kept a record as to the cost of our feeding those pigs and gave the information to visiting farmers, and to the county agent, as well as giving out the results of the feeding demonstration in newspaper articles. We sought to reach the farmer with that information.

Q. Was that an educational scheme on the part of Swift & Company?

A. Yes sir.

Q. Do you know what the capacity of the old Moultrie Packing Company was?

A. I have been told.

Q. Well, if you don't know personally I would not want you to answer it.

1503 A. I don't know personally.

Q. What is the capacity of Swift & Company now, how many hogs could you slaughter now?

A. We could slaughter by slaughtering only hogs, we could slaughter nine thousand a week, or fifteen hundred a day.

Q. All right.

A. Or we could slaughter a thousand cattle a week and six thousand hogs.

Mr. Hill: That is all.

By Mr. Taylor: Q. Would you mind completing your statement to show what the daily would be?

A. Well, nine thousand hogs per week would be fifteen hundred a day.

Q. No, in regard to the cattle?

A. One thousand cattle a week.

Q. What would that represent in the way of daily slaughtering, a thousand hogs a day?

A. 166-2/3 cattle and a thousand hogs a day; we have cooler capacity to take care of that many; it would not matter—we might kill more or less on one day or another; it would not matter materially.

By Mr. Hill: Then on a pinch you could kill as many as two thousand pigs, as far as that is concerned?

A. Oh, yes, we could kill them, but we could not keep it up more than two days in succession; all the coolers

1504 would be filled.

Q. Did you ever put on an educational scheme for

the purpose of encouraging the farmers to raise good live stock with the College of Agriculture or in connection with them?

A. We put on a feeding demonstration at our plant in the spring of 1920; the Georgia State College of Agriculture had entire charge of this feeding operation, and we furnished the facilities and financed it; one of their men was in charge of it. Their idea was to conduct a feeding demonstration with different southern feeds, so as to demonstrate to the southern farmer the feeds most valuable or most profitable to feed to hogs. We fed at that time 150 hogs, made up of ten distinct feeding systems.

Q. Was the result of that experiment, made at your expense, also dessiminated among the farmers in the way of pamphlets and otherwise?

A. Yes sir, we distributed fifty thousand pamphlets showing the results of that feeding test; those pamphlets being compiled by the State College.

Q. Were they distributed, those pamphlets?

A. Yes sir.

Q. Did you distribute any other pamphlets in an educational way to farmers around about raising hogs and cattle?

A. Yes sir.

1505 Q. Tell us about that?

A. We distributed fifty thousand copies of a pamphlet entitled the Two Crop Hog Plan, edited by Mr. S. C. Hood; that was a treatise intended to show the proper methods of raising hogs in the southeast. We also distributed in 1919 a pamphlet issued by Swift & Company's Animal Husbandry Department, entitled Grow Hogs in the South, giving similar information as to the best methods to be pursued in this special section of the country. We distributed fifty thousand copies of that pamphlet. In 1920 we distributed another issue of that same book issues by Swift & Company, amounting to fifty thousand copies.

Q. How long have you been in the packing business?

A. Twenty-five years.

Q. Do you know whether or not it is profitable or unprofitable either to the farmer to grow hogs or the packer to pack what is known as the old razorback hog?

A. It is not profitable to the packer, and from my idea of live stock raising, I don't believe it is profitable to the producer.

Q. All right, Mr. McDowell, one question I omitted to ask you; as an experienced packer, would you or not say that

there is an intimate relation between the supply of the raw material and the sale of the finished product?

Mr. Taylor: Mr. Examiner, I wish to interpose the additional objection that this calls for speculation, based
1506 upon many facts not included in the question.

Examiner Sadler: The objection will be sustained.

Mr. Hill: Well, I expect the witness to testify as an expert in this matter.

Examiner Sadler: Hasn't he got figures on it?

Q. As the result of twenty-five years, would you say as an expert in the packing business there is an intimate connection between the production of the raw material and the finished product, in respect to competition?

A. Shall I answer?

Mr. Taylor: I make the same objection to this question.

Examiner Sadler: I will note the objection.

A. There is a direct relationship; nothing could be slaughtered by the packer until the live stock had been purchased by the packer. I would like permission to elaborate on that statement.

Q. All right; you are an expert, got a right to do it.

A. I would like to say that ever since I have been at this plant, that we have only been able to use about twenty-five per cent of the capacity of the plant, on an average, and that the principal efforts of Swift & Company, directed by me, in this section of the country, has been to increase production of live stock so that we would have the opportunity of purchasing more live stock and selling more products, and covering more of the fixed expenses of this plant.

1507 Q. Would that necessarily, in your judgment as an expert, increase competition.

A. Yes sir.

Mr. Taylor: I object to that as too speculative.

Examiner Sadler: The objection will be noted.

Q. What is the situation then?

A. I would like to explain that.

Mr. Hill: I am pretty well satisfied that my friend on the other side recognizes the truth of this situation: If a man has got ten hogs to sell he has got to compete a whole lot more than if he just had one to sell; you increase your production and you have got to get out and work harder to sell it, compete more and more with the other packer; that is a necessary consequence.

Mr. Taylor: Why, I think that it is a recognized fact that

when the supply is increased, that it is easier to buy, you can buy for a better price; if that is what you want to prove, I will admit it.

Mr. Horton: If you can buy for a better price, you have to sell for a cheaper price.

Mr. Taylor: You can, but you will not necessarily do so.

Mr. Hill: We will show that we do.

A. May I add to that statement?

Q. Yes sir.

A. I would like to state that because of our inability to purchase, to increase the production of live stock, that

1508 we have brought in from the western plants from eight to twelve million pounds of packing house products each year, to take the place of this character of meat, owing to the lack of local production, and to assist us in operating the plant profitably, by covering up fixed expenses.

Mr. Taylor: Now, Mr. Examiner, this is exactly the sort of thing that should be shown by figures, as the best evidence.

Mr. Hill: I shall ask him about that.

Mr. Taylor: I therefore ask that this last answer be stricken out as not the best evidence.

Mr. Hill: We expect to put it in the record, that we will put in the figures if they are available.

Q. Have you figures on that?

A. Yes sir, they are available.

Q. Will you produce them?

A. Yes sir, if you wish them.

Examiner Sadler: If the records are available, the motion to strike will be sustained.

Mr. Hill: Well, we think it ought to be left in, with this understanding, that if it is not supported by the record, that will knock it out.

Examiner Sadler: The facts will support it by themselves.

Q. Now, when can you get those records?

A. Tomorrow; they are readily available.

1509 Q. Now, the fact that you brought in this twelve million pounds of western stuff a year, would that necessarily increase the competition in the sale of meat products, by putting that much more on the market than you could get locally?

Mr. Taylor: Read that question.

(Question read.)

Examiner Sadler: I think that is a question for the court

and commission to pass on. I don't think the conclusion of the witness would give us the facts.

Q. Well, was that put on the market in addition to your local production?

A. Yes sir.

Q. All right.

Mr. Taylor: Where?

Q. Where was it put on the market?

A. In the territory covered by our car routes.

Q. Some of it put on the market here in Moultrie?

A. That is principally in south Georgia, and west Florida.

Q. Some of that put on the market here in Moultrie?

A. Yes sir, a great deal of it.

Mr. Hill: All right, you can go, Mr. McDowell.

Examiner Sadler: Any cross examination?

Cross-Examination by Mr. Taylor.

Q. As a matter of fact, Mr. McDowell, you are continually buying western stuff to sell along with the Moul-
1510 trie meats?

A. Yes sir.

Q. And your capacity here has very little to do with your policy in that regard?

A. Because of our capacity.

Q. No, I say that your capacity here has very little, if anything, to do with your policy as to buying western meats and selling them in this market?

A. We would not bring in western meats if we had enough local production, because we do so at a distinct loss and disadvantage.

By Mr .Horton: Q. You mean an actual loss or an economic loss?

A. Actual loss.

Mr. Taylor: I move to strike out the statement that there is a loss as not responsive to the question and as wholly incompetent.

A. Maybe I did not understand you, Mr. Taylor, just what you wanted me to answer to.

Mr. Taylor: Please read the question.

(Question read.)

A. I don't see, Mr. Taylor, that that is a fair question. I will tell you why we bring in western stuff if you wish me to.

By Mr. Taylor: Q. You bring it in because you have a market for it, don't you?

1511 A. We bring it in when we are short of the same products, same averages, of local production. If we have a southern product of a certain average, we don't bring in western products of that same averages. It is to fill in the gap left by lack of local production.

Mr. Taylor: That is all for the present.

Examiner Sadler: The witness will be excused.

(Witness excused.)

C. W. ISOM was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Hill.

Q. Mr. Isom, do you live in Moultrie?

A. Yes sir.

Q. How long have you lived here, Mr. Isom?

A. About seventeen years.

Q. About seventeen years; what is your business here?

A. Meat business.

Q. Meat business; do you sell bacon, ham, shoulders?

A. Yes sir.

Q. Various other kinds of packed meats?

A. Yes, fresh meats, too.

Q. Were you here during the days of the old packing plant, Moultrie Packing Company?

A. Yes sir.

1512 Q. Have you been here since Swift has been here?

A. Yes sir.

Q. Been in business all these years, in the meat business?

A. Yes sir.

Q. I will get you to tell the court whether or not there has been more or less competition in the sale of finished meat products since Swift & Company than there was before?

Mr. Taylor: That is objected to as a conclusion.

A. I think we have stronger competition.

Examiner Sadler: I think that is for the Commission and the Court to decide.

Mr. Hill: They cannot decide something that has not been proven.

Examiner Sadler: Well, you can give the facts in there, who is on the market.

Mr. Hill: He is on the market.

Q. Are you selling daily?

A. Yes sir.

Examiner Sadler: Who is selling to him.

A. Yes sir.

Q. Do you buy them daily?

A. Yes sir.

Q. Who do you buy from?

A. I buy from Swift, Armour, Cudahy, Several different fellows.

Q. All right; now, do these various packers, Swift,
1513 Armour, Cudahy,—can you think of any other one you buy from?

A. Well, once in a while, sometimes buy a little bit from the Macon Packing Company, from Mr. Luchsinger up there.

Q. Ever buy any from Morris & Company?

A. Yes sir.

Q. All right, there is five packers.

A. Yes sir.

Q. Is there competition among these five to get your trade here in Moultrie?

A. Yes sir.

Q. Is the competition sharper, keener than it was in the days of the old Moultrie Packing Company?

Mr. Taylor: That is objected to.

Examiner Sadler: I think that is a question for the Commission and the Court to decide upon.

Q. Do these—I will get down to the facts about it, the actual facts,—tell me how they compete for it, do they or not send men here to see you, compete for the business?

A. Yes sir. Well, Mr. Luchsinger don't send out men now; he sends out a mailing list.

Q. Do as many come to see you now as they did before Swift came here, or more come?

A. Equally as many come right now.

Q. Equally as many. Do you have as many opportunities for buying meat products from various packers as you
1514 had before Swift came here?

A. Yes sir.

Q. You have been here, you say, ever since he has been here?

A. A long time before, I been here seventeen years.

Q. Do you know of any effort on the part of Swift & Company to monopolize—to suppress or lessen competition in the meat business?

Mr. Taylor: That is objected to.

Examiner Sadler: I believe that is a question for the Commission.

Mr. Hill: Oh, well, that is a substantive fact, if he knows of anything they did to prevent other people from coming here and selling, that is a substantive fact.

Mr. Taylor: Yes, but that necessitates his using his judgment and conclusions as to what the effect of that fact is.

Mr. Hill: I am asking him did they ever use any effort with him since he has been here to suppress competition?

A. No sir.

Mr. Taylor: That is also objected to for the same reasons; move to strike out the answer for the same reason.

Examiner Sadler: Motion to strike will be noted.

Q. How does the product put out by Swift & Company compare with the product put out by the old plant?

Mr. Taylor: That is objected to also, as incompetent, immaterial and irrelevant to the issues.

1515 Examiner Sadler: The objection will be noted.

Q. All right, Mr. Isom, how did they compare, is Swift's better than the old packing company's stuff or not?

A. What do you mean?

Q. Quality?

A. Quality of stuff?

Q. Yes sir.

A. Well, I expect as a whole it is, yes sir; as far as that is concerned, I believe Swift puts out better stuff today than they did ten or fifteen years ago, from any of the plants.

Q. Mr. Isom, do you butcher any cattle?

A. Yes sir.

Q. Where do you buy them?

A. All over the country; I buy some from Swift & Company, from the stock yards, out in the country.

Q. Ever buy any from the stock yards?

A. Yes sir.

Q. Is that a competitive place for buying them, are they bid for and the highest bidder gets them?

A. Yes sir.

Mr. Hill: All right, that is all.

Cross-Examination by Mr. Taylor.

Q. Mr. Isom, have you been in the butcher business during all these seventeen years you have been living in Moultrie?

1516 A. Yes sir, there might be one year of that time that I was not in the meat business.

Q. Were you in the meat business here when the Moultrie Packing Company was started back in 1914?

A. Yes sir.

Q. Did you buy some meat from the Moultrie Packing Company during those early years?

A. Yes sir.

Q. Take it say in the spring of 1917, you were buying meat from the Moultrie Packing Company then, were you?

A. Yes sir, I bought meat from them all the time they were in business, off and on; I did not buy it all, but I did off and on.

Q. Did you also buy some from Swift at that time?

A. Ever since Swift has been in business I bought some from him.

Q. You bought some from Armour at the same time?

A. Yes sir.

Q. Some occasionally from Cudahy, also?

A. Yes sir.

Q. Was the Macon Packing Company then in existence?

A. I dont remember whether it was back then or not.

Q. But you bought from Morris & Company at that time?

A. Yes sir.

Mr. Taylor: That is all.

Mr. Hill: I have a question or two.

1517 *Redirect Examination by Mr. Hill.*

Q. You continued to buy right on from all of those fellows?

A. Yes sir.

Mr. Hill: That is all.

Recross Examination by Mr. Taylor.

Q. That is, you bought from the Moultrie Packing Company up to the time Swift & Company took over the stock?

A. Yes sir.

Q. Then you bought from Swift & Company?

A. No sir, not altogether.
Q. I mean instead of buying any from the Moultrie Packing Company?
A. Yes sir.
Q. And bought from the other firms you mentioned all the time?
A. Yes sir.
Q. And bought from Swift at the same time you were buying from the Moultrie Packing Company?
A. Yes sir.
Mr. Taylor: That is all.
Examiner Sadler: The witness will be excused.
(Witness excused)
Examiner Sadler: Take a recess until tomorrow at ten o'clock.
(Whereupon, at 5:00 o'clock P. M. July 14, 1921, a recess was taken until 10:00 o'clock A. M. of the following day, July 15, 1921.)

1518 (Witness withdrawn)

F. R. PIDCOCK was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Hill.

Q. Mr. Pidcock, were you a stockholder of the old Moultrie Packing Company?
A. One of the original stockholders; yes sir.
Q. One of the organizers?
A. Yes sir.
Q. I will ask you to look at that picture there and tell the examiner whether that is a true representation of the old Moultrie Packing Company's building?
A. Yes sir. This is not the plant as it was originally erected; there is an addition made to it, which is on here.
Q. All I want to know from you, is that a correct representation of the plant as it was at that time?
A. Yes sir.
Q. There was one addition build, Mr. Pidcock?
A. That is as Swift & Company bought it.
Q. This is as Swift & Comany bought it?

1519 A. As I conceive it; the side view there is not very clear, but right from this point back, I think, is the addition.

Q. Mr. Pidcock, were you a director of the old Moultrie Packing Company?

A. Yes sir.

Q. By reason of the fact that you were a director did you know about what was being done in the operation of the plant?

A. As to the matter of policy, I was in constant touch with the situation.

Q. Are you familiar with the conditions that prevailed here during the days of the Moultrie Packing Company so far as competition was concerned in the sale of meat products in this locality?

A. Yes sir.

Q. Was there any competition between the Moultrie Packing Company and Swift & Company at the time Swift & Company purchased the Moultrie Packing Company's plant?

Mr. Taylor: I object to that as calling for a conclusion of the witness.

Examiner Sadler: I think that is a question for the Court and Commission to decide, but he can bring it out on facts.

Mr. Hill: I want to know if he knows.

Q. Do you know about it, do you know about the conditions?

A. Yes sir.

Q. All right, I will get you to state, if you know of your own personal knowledge—I will first ask you how long
1520 have you lived in Moultrie, Mr. Pidcock?

A. I have been here since 1900.

Q. Were you in position to know about the competition that existed between the Moultrie Packing Company and Swift & Company at the time the Moultrie Packing Company sold it to Swift?

A. Yes sir.

Q. Do you know that of your own personal knowledge?

A. Yes sir.

Q. Well, I will get you to state to the court then, what competition, if any, existed here between Swift & Company and the old plant in the sale of finished meat products?

A. No competition.

Mr. Taylor: Mr. Examiner, I move to strike out this answer as a conclusion.

Q. Now, tell the court why you know.

Examiner Sadler: Motion to strike will be noted.

Q. How you know there was no competition, why do you say there was none, why do you know it, what opportunities have you had for knowing it?

A. Well, Swift & Company never purchased any hogs in this section; in fact, we had no market for hogs until the Moultrie Packing Company was erected; after that time they bought all the hogs, and bought more than they really cared for.

Q. Well, then you say Swift & Company bought no hogs here at this point while the old plant operated?

1521 A. No sir.

Q. Nor cattle either?

A. Nor cattle either.

Q. Did anybody else buy cattle here besides the old Moultrie Packing Company while it existed, any other packer?

Mr. Taylor: I object to that as immaterial.

Examiner Sadler: The objection will be noted.

A. Must I answer that question?

Q. Yes.

A. No sir.

Q. Well, during the days of the old Moultrie Packing Company there was but one buyer of live stock in this community?

A. That is all, sir.

Q. Now, Mr. Pidcock, with reference to the sale of the meat by the old Moultrie Packing Company here in this locality, was there any competition between Swift & Company and the old plant in the sale of these—this meat? This meat produced by the old plant?

Mr. Taylor: I object to that as calling for a conclusion of the witness.

Examiner Sadler: I think—bring out the facts; I think that is a question—

Mr. Hill: I want to find out if there was any and then ask him how he knows it.

A. No sir, there was not; in fact, we had a sale for
1522 more meat than we could produce here; no need of any competition.

Mr. Taylor: I move to strike out the answer.

Examiner Sadler: Motion to strike will be noted.

Q. How do you know that there was no competition that amounted to anything here between Swift & Company and the old plant of the Moultrie Packing Company in the sale of

meats here in town, in this locality, any appreciable competition? How do you know there was none, were you on the ground at the time?

A. I was.

Q. Were you living here in the community at the time?

A. Yes sir.

Q. Were you familiar with the meat houses, did you ever run a meat house at that time?

A. Yes sir, I ran a market here.

Q. You did?

A. Yes sir.

Q. Well, if you ran a market here, then what were your opportunities of knowing about whether there was competition or not?

A. Well, I had to purchase meat to serve my patrons.

Q. All right.

A. I had nobody competing for the trade here in Moultrie with me as a meat market. I bought stuff from—bought stuff that the Moultrie Packing Company made from them, and bought such other products as they did not produce, as I had to have to serve the patrons of my market.

1523 Q. Well, now, during those days—how long did you run your meat house?

A. About two years.

Q. About two years. That was 1915 and '17, or '16 and '17?

A. I started in 1915, and ran until some time during 1917, April 1917, started up in June, 1915, and ran to April 1917.

Q. During that time did any representatives of Swift & Company ever come to your place and offer to sell you products in competition with the old plant?

A. No more than they always had previous to the erection of the plant.

Q. Well, did that amount to anything, was it nominal or did it amount to competition?

Mr. Taylor: I object to that as calling for the grossest kind of a conclusion.

A. No competition at all.

Examiner Sadler: I think that is a question for the court to decide.

Mr. Hill: I think that is a substantive fact, if he knows whether they came around.

A. No more so than Armour, Wilson & Company; they all

had their buyers through this country as they have now; their salesmen, they still have them here, always had them.

Q. These fellows that came in here representing other packers, selling products, did they sell products that
1524 were not produced by the old plant here, or did they sell the same things?

A. Why, principally they sold products that were not produced here; I presume they did sell some stuff that was produced here, that probably the Moultrie Packing Company could not furnish; and we had a demand for more meat than we could produce; in fact the meat that we produced out there was just a drop in the bucket.

Q. The meat produced out there was just a drop in the bucket?

A. Yes sir.

Q. Compared with what other people produced?

A. Yes sir, did not even care for a small percentage, just a very small percentage of the meat consumed in Georgia.

Q. Well, what about competition here, Mr. Pidcock, in the buying of hogs—I mean since Swift took charge of the plant, if you know?

Mr. Taylor: I object to that as calling for a conclusion of the witness.

A. We have got a competitive market here now.

Q. Do you know that or are you just guessing at it?

A. I know it, because I am a stockholder in the Moultrie Stock yards; I know that farmers have an opportunity to sell to a number of packers that they did not have at the time the Moultrie Packing Company was here and operated by local capital.

Q. Does Swift & Company have any monopoly of the buying of live stock here?

1525 A. No sir.

Q. Do you know how that stock yard is conducted?

A. In fact, we would not have had a competitive market here if Swift & Company had not bought this plant.

Mr. Taylor: Now, Mr. Examiner, I move to strike out this last statement as a conclusion pure and simple, unsupported by any facts.

Examiner Sadler: The motion to strike will be noted.

A. The people of this community were at the mercy of the Moultrie Packing Company before Swift & Company bought it.

Mr. Taylor: Move to strike that out also.

Examiner Sadler: Motion to strike will be noted.

A. They were not in position to pay the price that Swift & Company can and is paying since, because they could not handle the product, could not handle the live stock.

Q. Were you a large stockholder in the old plant, Mr. Pidcock?

A. Yes sir.

Q. Do you know of your own knowledge, did you know the condition, financial condition of the old plant about the time she sold out to Swift?

A. Yes sir.

Q. Was it able or not to take care of the situation?

A. No sir, was not.

Mr. Taylor: Mr. Examiner, I object to this as wholly incompetent.

1526 A. I was an endorser on the paper for $675,000 personally.

Mr. Taylor: Not the proper way to show financial condition, by secondary evidence.

A. If you want the facts about this community, I can give them to you; if they want to let them go in the testimony, Mr. Hill. If they just want to carry on a proceeding in favor of the Federal Trade Commission I cannot give it to you.

Q. You were a director of that company?

A. I was, yes sir.

Mr. Hill: If your Honor please, the law makes it mandatory on this man to know the financial condition of an institution of which he is a director.

Mr. Taylor: I think there is an exhibit in the record—

Mr. Hill: There aint any exhibit—

A. If I could find some of those old things, those old notes I got my name on, they would be damn good exhibits.

Mr. Taylor: There is a list of the outstanding notes in the record, of the corporation.

A. I know very distinctly, sir.

Q. You know just what you have testified, personally, independent of any record?

A. I know absolutely independent of any record whatsoever.

Q. All right. You swear to it as a fact in your own knowledge?

A. As a fact, without any recollection or anything about it, I know it.

1527 Mr. Taylor: What is this he swears to?

A. I will know it to my dying day.

Q. Now, if you know it of your own knowledge, Mr. Pidcock, I will get you to tell the court whether or not that plant was—could have survived much longer?

A. Aboslutely not.

Mr. Taylor: I object to that, Mr. Examiner.

Examiner Sadler: The objection will be sustained.

Mr. Taylor: That is absolutely incompetent.

Mr. Hill: I will state in my place, Mr. Examiner, that this witness will testify that as a director of the corporation he had personal knowledge of its financial condition, that the plant had reached the point where it could not take care of the situation here, that it had reached the limit of its financial ability, that in order to carry on the business out there for the last year or two of its operation, the stockholders were compelled to endorse those obligations.

A. From the beginning that is true.

Q. From the beginning?

A. Until we sold it.

Mr. Hill: From the beginning they were compelled to endorse the notes and obligations of the concern.

A. The Moultrie Packing Company had no standing whatsoever as a company.

Mr. Taylor: I move to strike out that statement of 1528 the witness.

Mr. Hill: All right. That it was a concern at the time that Swift purchased it that would sooner or later have failed, and that the purchase of the plant by Swift & Company was the salvation of the packing business and the live stock industry in this community.

Q. What would have been the effect to that plant, Mr. Pidcock, if the endorsers had refused to endorse the notes?

Mr. Taylor: I object to that, Mr. Examiner.

Examiner Sadler: The objection will be sustained.

Mr. Hill: We expect the witness to testify in answer to that question that if the stockholders had not endorsed its obligations that the company could not have done business, that it would have failed, would have gone into bankruptcy: that when they first began to endorse its notes, twelve of the stockholders endorsed them, but finally they became dissatisfied with so much personal indorsement, and it dropped down to eight, and many of those were threatening not to endorse any more notes of the company.

Q. Mr. Pidcock, after the Moultrie—well, when Swift bought the plant, it goes without saying that it was true you wanted to sell?

A. We were anxious to sell.

Q. Now, after Swift bought it out, I will ask you to state whether or not commerce at this point was increased,
1529 shipping from this point was increased?

A. Very materially.

Mr. Taylor: One minute, what was that question?

(Question read.)

Mr. Taylor: I object to that, it is calling for a conclusion of the witness; furthermore, as irrelevant.

Q. All right, how do you know?

Examiner Sadler: The objection will be sustained.

Q. How do you know it was increased?

A. My personal connection with the packing company, and my connection with the railroad company.

Q. All right, now, what position did you hold in the railroad business here?

A. Vice-president and general manager at that time.

Q. Of what railroad?

A. Georgia Northern Railroad Company.

Q. Over what road were the products of this company shipped?

A. Over the Georgia Northern Railway.

Q. Over the Georgia Northern Railroad, that is the road of which you were vice-president and general manager?

A. Yes sir, at that time.

Q. When were you vice-president and general manager of the company? Were you during the days right after Swift bought it?

A. Yes sir.

Q. Right on up until recently?

1530 A. Right on up until about two years ago.

Q. During those days did you have personal knowledge of the question of whether or not commerce was increased or restrained in this community?

A. Yes sir, I did.

Q. Personal knowledge of it?

A. Personal knowledge it was increased.

Q. Now, how much increase, if any, was there in commerce here after Swift took charge of the plant?

Mr. Taylor: Now, Mr. Examiner, I object to that as not the best evidence.

A. So far as our railroad was concerned?

Q. Yes sir, I mean in the packing company's products?

Mr. Taylor: I object to that as not the best evidence, also as immaterial and irrelevant.

By Examiner Sadler: Q. Do you know the exact figures, Mr. Pidcock?

A. I'm having a statement prepared which will be in position to give you exact figures, yes sir.

By Mr. Hill: Q. Well, could you give them approximately, independent of the record?

A. Yes sir.

Q. All right, what are they?

Mr. Taylor: Now, Mr. Examiner, I object to the witness—

1531 Mr. Hill: We promise to put them in, but while he is here, I want to identify the records which we will bring in later.

Mr. Taylor: That is no way to identify the records.

Examiner Sadler: The objection will be sustained.

A. It is all a matter of record, gentlemen, we are having it tabulated for you.

Q. How long will it take to get them, Mr. Pidcock?

A. We have our whole force over there working on them now; it will take three or four days.

Mr. Hill: Well, I insist the testimony is relevant.

Q. Do you know the condition that prevailed here with reference to the sale of live stock before you had any plant here?

A. Yes sir.

Q. Could the farmers sell their products at a profit?

A. No sir.

Q. And were you a farmer?

A. Yes sir.

Q. Did you have personal knowledge of the situation?

A. Yes sir.

Q. By reason of that fact?

A. Yes sir.

Q. I will get you to state how they had to sell their products, what little they sold, if any?

A. Well, the hogs, they had to kill them and take a chance on saving the stuff, saving the meat, and selling it as

1532 finished product around from house to house, and probably to grocery stores; it was a very small amount; they generally lost fifty to sixty per cent of their meat every year through the curing season on account of the weather conditions, not prepared to care for it. What cattle they had

they would kill it out in the country, bring it in and sell it around the markets, in unsanitary condition. Once in a great while there would a fellow come in here from Texas, round up a bunch of these long horn steer and small cows and ship them out to Texas for grazing purposes, and then I presume sell them later for beef cattle.

Q. Did anybody in this country, prior to the time—

Mr. Taylor: Just a minute, I want to make a motion to strike this answer out as immaterial and irrelevant, a conclusion, and incompetent.

Examiner Sadler: Motion to strike will be noted.

Q. Mr. Pidcock did the farmers of this section—have you lived pretty close to the farmers or not, since you have been in this town, you are familiar with their conditions?

A. I worked with them constantly, in connection with my other business, farming business, too.

Q. Do you know whether or not, prior to the time that the packing business was started up here, anybody tried to raise hogs to sell?

A. We could not sell anything but cotton here, the only thing we had a market for.

1533 Q. You started to tell us about some experience of your own with twenty head of hogs, I wish you would tell us about that?

A. I had a half crop out here on the first place I opened up, took some wild land and opened it up. I had a couple of sows out there and raised ten or twenty hogs to market size. I sold nine of them over here to R. E. Champion, who was running a little meat market at the time, and sold the others, sold three of them to C. W. Isom or Isom Brothers, and the others I cut up and sold them around, a little here and there.

Q. Is that the way all of them had to sell their meat in those days?

A. Yes, that or else cure it, but I didnt want to take the chance of selling it as cured products.

Q. Are you familiar with the various plants around here, Tifton and other places?

A. Yes sir, and the extent of their success of operation.

Q. How does this plant compare to the other plants around in its ability to take care of the live stock situation in this portion of the south?

A. They have got facilities—

Mr. Taylor: That is objected to, Mr. Examiner, irrelevant, incompetent and a conclusion.

Examiner Sadler: I wish you would limit your examination to the vicinity of Moultrie.

A. In fact, if it was not for Swift & Company we
1534 would have no market in this immediate section for cattle and hogs right now.

Q. Can people in this locality sell their hogs or cattle to any other plant now except Swift, in this locality, I am talking about?

A. At this time?

Q. Yes sir?

A. None that I know of.

Q. Why?

A. They are closed down.

Q. All closed but Swift's?

A. Yes sir.

Q. And he offers the only market?

A. Yes sir, at this time. They have been selling a lot of them through—that has been going to Cuba, but that market has gone flat.

Q. Is Swift & Company a strong—I will ask you whether you know this or not: Does Swift & Company furnish a stronger competitor in this locality than the old Moultrie Packing Company did?

Mr. Taylor: Now, Mr. Examiner, I object to that, no way of proving figures.

A. There was no competition up to the time Swift and Company bought the plant.

Examiner Sadler: I think that is a question for the Commission and the court to decide.

Mr. Hill: They cannot decide that, your Honor, unless they hear somebody's testimony on it.

1535 Mr. Taylor: If you will furnish some real facts, they can decide it.

Mr. Hill: We are going to give you real facts; this man knows it to be a fact.

Q. Now, upon what facts, Mr. Pidcock do you base your statement that Swift & Company furnishes much stronger competition here than the Moltreis Packing Company? Than the Moultrie Packing Company ever did or could? Give the Commission an idea.

A. Well, previous to the time Swift & Company purchased this plant, there was no competition here.

Q. There was none?

A. No sir.

By Mr. Taylor: Q. Just what do you mean by competition?

A. Well, there was no one else to buy the products of this section, raw products, raw materials, up to the time Swift & Company bought up the Moultrie Packing Company and went into business; at the time Swift & Company bought it there was a plant over here at Tifton, one started up at Waycross, one at Chipley, one at Macon, all different independent concerns.

Q. All right.

A. One at Jacksonville.

Q. All right.

A. Andalusia, Alabama.

Q. Did those plants exist, were they in existence
1536 while the old Moultrie Packing Company was in existence?

A. I dont think any of them were in existence excepting possibly the plant at Andalusia and at Waycross, a small affair there.

Q. Now, did those houses that were in existence, those packing houses that were in existence, did they offer any competition in this locality with the old Moultrie Packing Company in the buying of hogs here?

A. After Swift & Company bought this plant?

Q. Before that time, did they buy any hogs here to amount to anything?

A. No sir.

Q. Now, since Swift has bought it, I believe you have already stated that they all come here and buy on the competitive market?

A. Yes sir, they had buyers all through this section, and Swift had buyers all through this section, and all through their section, all over the south.

Q. Were you one of the organizers and directors of the stock yards?

A. Yes sir.

Q. Stockholder in it?

A. Yes sir.

Q. Hold any position in it?

A. No sir, other than director.

Q. I mean, you were one of the directors?

A. Yes sir.

1537 Q. Do you know whether or not at the time the people of this section undertook to promote that stock

yards, whether Swift & Company encouraged it, or discouraged it?

Mr. Taylor: That is objected to as immaterial.

A. They had nothing whatever to do with it.

Q. Do you know whether or not Mr. McDowell the representative of Swift here, in the Chamber of Commerce and other places spoke in favor of it or against it?

A. In favor of it.

Mr. Taylor: That is objected to as having already been answered; and immaterial.

Examiner Sadler: The objection will be noted.

A. Been taking a very active part in all public welfare work here, in our community ever since they bought it.

Mr. Taylor: I move to strike that out.

Examiner Sadler: The motion to strike will be noted.

Q. Mr. Pidcock, you stated that Swift—since Swift took charge of it here, that there has come into being competition in this locality in the sale of meat products that did not exist before?

A. Aboslutely.

Q. I will get you to state whether or not Swift sells more of the finished meat products than your plant could have sold or more, or did sell?

Mr. Taylor: I object to that as immaterial.

Examiner Sadler: The objection will be noted.

1538 A. Would have been no plant here if they had not bought it.

Mr. Taylor: I further object to it as assuming a fact not shown.

A. Well, the fact remains there would not have been any place here if Swift had not bought it.

Q. And will you answer again, do you know whether or not they put on the market in this vicinity more of the finished product meat products, than your company did?

A. Ten to fifteen million pounds a year, yes sir.

Mr. Taylor: I move to strike that answer out as incompetent; and as not even secondary evidence.

Q. You know that of your own personal knowledge?

A. Yes sir.

By Examiner Sadler: Q. Did you ever see the figures of Swift & Company?

A. I have seen the figures of our railroad books, which is a good barometer to what they have done before and after Swift bought it.

Examiner Sadler: Motion to strike—

Mr. Taylor: I move to strike that out.

Examiner Sadler: Motion to strike will be noted.

By Mr. Hill: Q. Is your railroad the only railroad that runs in and out of Moultrie over whose lines Swift & Company ships its products?

A. No, they ship over other lines.

1539 Q. What percentage of it is shipped over your line?

A. About ninety per cent.

Mr. Taylor: I object to that.

Q. Tell the court how you know that to be true?

A. We handle every car of raw material and every car of finished products that goes in and out of Swift & Company, because their plant is located solely on our line, everything that moves out, either over our lines or anybody elses, has got to be handled by us on a switching basis, with the exception of the express, and that they handle from their plant by truck; we get the largest percentage of that, goes out by our lines. Of course I have got no check over that.

Q. For these reasons, being vice-president and general manager of a railroad, you know the facts that you have testified about?

A. Absolutely know them, yes sir. I may add further, for your information, I have got no interest in this testimony other than to uphold the welfare of our community. I am not here as a witness of Swift & Company, I am just here as a citizen of this section, trying to show you gentlemen some facts why this plant is essential to the future welfare of our section.

Mr. Hill: All right, Mr. Pidcock, you may go.

Cross-Examination by Mr. Taylor.

Q. Mr. Pidcock, are you of the impression that the Clayton law provides that where stock in a corporation is
1540 acquired in violation of the Act that the plan shall be closed up?

A. I am conversant with that proposition. I think it is a damn fool law.

Q. I asked you if you were of the impression that the law provides that the plant shall be closed up?

A. Yes sir, I do. Well, unless you can get some other people that can come in here and try it, I dont see how you can run it.

Q. Where did you get the impression that the law provides that the plant shall be closed up?

A. From the Act.

By Mr. Hill: Q. Suppose it ordered it sold in this community, what would be the result of that?

A. It would not be purchased by anybody here.

Q. Would that mean the closing of it?

A. It would so far as the people of this community are concerned, because they are not able to buy it. It was the best day's work that we ever done as a community when we built that plant, and I might say, if I can find words to express it, it was a better day when we sold it.

Q. You mean it was better for the stockholders of the old plant, better for commerce and better for competition?

A. Better for everybody that lives in this section; the purchase of the plant by Swift & Company has affected
1541 the values of everything we have here. My understanding is that if the Federal Trade Commission decides this case that you are now trying against Swift & Company, that they will have to cease to operate it, and offer the plant for sale, and in case they cannot sell it to other parties, then the plant will be operated under a receivership until such disposition as the Trade Commission may see fit to make of it. I believe it will be ultimately closed down under those conditions.

By Mr. Taylor: Q. Mr. Pidcock, where did you obtain the understanding of the Act which you have?

A. I read the Act, sir.

Q. Did anybody tell you?

A. No sir.

Q. That it meant what you have just said it means?

A. No sir. What caused me to read it was I understood that if the case went against Swift & Company the old stockholders would have to purchase it back. I wanted to find out if that was true; and I was going to get rid of every damn thing I had, because I didnt want it, would not take it if you would give it to me, all of it. I further know this about the proposition of the purchase of this plant, under the meaning of that Act. If Swift & Company had purchased this property as property instead of stock from the stockholders, there would never have been this case up. In other
1542 words, this case is just brought on a technicality. In other words, if—in other words, gentlemen, Swift &

Company did not want to buy this plant if there was an objection of a single stockholder.

Mr. Hill: No.

Mr. Taylor: That has got nothing to do with the proposition.

Mr. Hill: Now, if your Honor please, we insist that the only way in this world that human intent can be ascertained is by human conduct, and if Swift was induced to buy this plant, and proceeded to buy it, by the stockholders of the old plant, that conduct on the part of Swift is certainly admissible to illustrate the question of whether or not he come with a legal or illegal design.

By Mr. Hill: Q. Now, Mr. Pidcock, how do you know—I ask about facts now, not conclusions, do you know of your own personal knowledge, if you, as one of the directors of that company, and the other directions in conjunction with you, sought out Swift in order to induce him to buy this plant?

A. Yes sir.

Q. Did you seek to sell it to others than Swift?

A. Yes sir.

Q. How many others?

A. I dont know how many air castles we built.

Q. Figuring you had about sold it to this fellow and that fellow?

1543 A. Yes sir.

Q. Did you try to sell it to other fellows besides Swift?

A. Yes sir.

Q. Did you try to sell it to Wilson & Company?

A. Yes sir.

Q. Armour & Company?

A. Not directly; we had—felt them out though, indirectly.

Q. Well, that is, undertaking to find out whether you could sell it or not?

A. Yes sir, we sought all possible purchasers out, because we realized that we could not continue to care for the live stock and hogs grown in this section, unless somebody else, that had more financial backing than we could get, would step in and take hold of it.

Q. Swift is the only one you could get to buy it?

A. Yes sir.

Mr. Taylor: Mr. Examiner, may I have it understood that I have an object to all this line of questioning?

Examiner Sadler: Yes.

A. I further know that Swift & Company came in this section with the intent and purpose of developing the live stock industry, not to strangle competition, if you want to get the true facts, if he dont strike them out.

By Mr. Taylor: Q. Are you an officer of Swift & Company?

1544 A. What say?

Q. Are you an officer of Swift & Company?

A. No sir.

Q. How do you know what the policy was then?

A. How do I know what the policy was? By their actions, sir, what they have done at that time, what they have done out there since they have been here.

By Mr. Hill: Q. That is the only way you can judge anybody's policy, isnt it?

A. That is the only way you can judge anybody; I know that. Gentlemen, that is not conclusions; in fact, I worked with some of their men here personally, going over this country with them.

Q. All right, go ahead and tell about that?

A. Seeking out the ways and means that we could increase the production of live stock.

Mr. Taylor: I object to all of this. All irresponsive to any question, not in response to any question.

Mr. Hill: What is the ground of objection?

Q. Now, Mr. Pidcock, do you know of your personal knowledge that Swift & Company, coming here, did acts to encourage competition and encourage commerce?

Mr. Taylor: I object to that as calling for a conclusion of the witness, not calling for any facts, but calling for a statement of what the witness thinks about something else.

A. It aint what I think, it is what I know they did;

1545 I know it from my personal knowledge.

Q. Tell the court what they did, then, instead of your conclusions, to encourage competition?

A. Encouraged production.

Q. Production, that is one of the ways.

A. They have never put a stumbling block in anything in this community, as the people have tried to do to increase the production of live stock or the sale of it, of its raw products or finished products; in fact, they have encouraged and helped in a commercial way.

Q. How, tell me what they have done?

A. Through the Chamber of Commerce.
Q. What did they do for the Chamber of Commerce?
A. They have contributed this past year one tenth of the money this Chamber of Commerce is running on.
Q. How much does that amount to?
A. A thousand dollars.
Q. Do you know that?
A. Yes sir.
Q. How do you know that?
A. I am president of the Chamber of Commerce of Moultrie.
Q. What has that been used for, that mony?
A. Why, to develop not only the live stock industry, but the agricultural sections and the building of the schools, with the hope of some day making our country, the rural
1546 section, fit for the people of the west and north to come down in here and show us how to raise live stock, and encourage the raising of hogs and cattle.
Q. All right, now, you know that?
A. It is a program, gentlemen, that will take five to ten years to complete, but it is fundamental, it is a very sound program that we have laid out here. We cannot bring the people from Iowa and Illinois, those hog raising sections and cattle raising sections in here, and put them out in our country; they would not live under the existing conditions. We have no schools excepting in three or four districts; now we have splendid up-to-date schools and community centers, the people in this section are improving their property, and the land has advanced in value from the time I came here in 1900, from $2.50 an acre to $200 in this section.
Q. What do you attribute that to, more than any other one thing in this country?
A. Swift & Company buying this plant, absolutely, gentlemen.
Mr. Taylor: May I have an objection to all of this testimony?
Examiner Sadler: Yes sir.
By Mr. Taylor: Q. Isnt that condition true all over the state of Georgia?
A. No sir, this immediate section is in better condition and the land and property values are more valuable than any other section of the state of Georgia.
1547 Mr. Taylor: No further cross examination.

Examiner Sadler: The witness will be excused.
(Witness excused.)
Examiner Sadler: Recess until 2:00 P. M.

(Whereupon, at 12:45 P. M. July 15, 1921, a recess was taken until 2:00 P. M. of the same day.)

After Recess

2:00 O'clock P. M.

Examiner Sadler: The hearing will come to order.

W. C. VEREEN was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination.

Mr. Taylor: Now, Mr. Examiner, I understand that Mr. Vereen is desirous of getting away as soon as he can, and in consideration of that, also in consideration of the continuity of the record, I will suggest, in fact I will make it a motion that Mr. Vereen be permitted to proceed and testify without interruption or objection and that each side reserve the right to make such objections and motion later as it sees fit.

Examiner Sadler: Any objection?

Mr. Hill: All right, sir, I agree with you in that. I just want to draw Mr. Vereen's attention to what I would like for him to testify to.

Q. Mr. Vereen, did you have the negotiations with Mr. L. F. Swift at the time the old Moultrie Packing Company was sold to him?

A. Yes sir.

1548 Q. Now, I will get you to state in your own way all that was said by Mr. Swift and you with reference to the continuous operation of this plant by him; what, if anything was to be done by the citizens here and Mr. Swift, in reference to the encouragement of the raising of live stock? In this community?

A. Well, I met Mr. L. F. Swift at Jacksonville, Florida, relative to this sale, and talked with him about what he proposed to do with the plant in case we should trade, and he gave me to understand that he was going to operate it. As you know, we built this packing plant not merely for the purpose of making money from its operation, but to benefit

the entire country, and we did not want to sell that plant, even for far more than it was worth, and have it shut down. Mr. Swift and I went very carefully over the sections of the country where we got our hogs from; we had before us maps of Georgia, Florida and Alabama; I pointed out to him on the map the various counties in Georgia, Florida and Alabama that we got our hogs from, and he talked to me at considerable length, trying to find out what I thought about their ability to increase the production of live stock in that section of the country. After I satisfied myself that they were going to increase the capacity of the plant and to operate it on, then we came to the price, and finally we agreed upon that, and I gave him an option upon the stock that I owned myself, and we wrote up—he wrote it out himself,—a little
agreement being me to try to buy up all of the other
1549 stock at the same price that he agreed to give me for
mine. I agreed to do that, and I came home with the assurance from him that he would come to Moultrie during that week and look over the plant. He asked that I try to see what I could do about buying up the other stock before he got here. As soon as I got home I called a meeting of the board of directors of the packing plant, and told them what had been done, and showed them this little agreement which Mr. Swift had drawn up, and which I had signed and he had signed, wherein I agreed to sell my stock. I told them, "Here, you see I have bound myself to endeavor to get all the balance of it. He has got this option on my stock for thirty days." After discussing the matter at considerable length they all agreed to accept the price that I had agreed to accept for mine. They of course asked what Mr. Swift was going to do with the plant, and I told them all that had passed between us at Jacksonville. So I went to work then to secure options from each stockholder. I met with several stockholders who at first refused to give options on their stock, and they gave as a reason that they had put money in the plant in order to increase the value of lands in this section, and that they owned lands, and they were afraid if Swift & Company bought the plant, it might be that they would just shut it down, might just want the goods out of the way and shut the plant down. Well, I told them I had
reached an entirely different conclusion from that in my
1550 conversation with Mr. Swift, but he says he is coming
up here one day this week, I dont know what date, I will take the matter up with him again. So when Mr. Swift

came I mentioned this fact to him, and told him that some of the people were afraid he was going to shut that plant down and just wanted to buy it to get it out of the way, because we were doing business here. He laughed, he says, "My gracious alive," he says, "you know, I intend to make that plant two or three times as big as it is." He says, "I would not have it if you were going to force me to keep the same size; I would not buy it at all." He says, "You go and tell your people to rest assured, that this plant is going to be enlarged, and it is going to be operated right along." We talked considerable about how it would be best to increase the quantity of live stock in this country; he showed great interest in that, and his idea was to increase the production of live stock in all this section or Georgia, Florida and Alabama, which would be tributary to this plant.

Q. Mr. Vernon, did he promise to encourage the live stock in the community if you would sell to him?

A. He did not promise, he said that was what he was going to do.

Q. And since that time that is what he has done?

A. Oh, yes; they have done everything in the world that he promised; I never had any dealings with fairer people in my life; they have lived up to every promise and were

1551 just as reasonable in everything as they could be.

Q. Mr. Vereen, I will get you to state in your own way the effect that that plant, since Swift has had it, has had upon the commercial life of this community?

A. What efect it has had?

Q. Yes sir.

A. Well, the effect has been marvelous, because when we started a plant of our own—you live in this section, and as you know, people all over Georgia were becoming disheartened, the farmers, on account of the advent of the boll weevil. When we put this packing plant here, they became encouraged; they saw there was something else for them, some other line of business for them. They were very much encouraged when Swift & Company came in and bought the plant; it caused a better feeling all around, because the public generally knew that the owners of the old Moultrie Packing Company did not invest their money in it because they wanted jobs, but they invested it because they took it in as a side line, because they wanted to help this section of the country. They knew when Swift & Company took it, that Swift & Company had an unlimited amount of money, and

they could make it as big as they wanted to, could operate it better than we could. Secondly values, property values, as anyone who is familiar with condition here will tell you, advanced immediately, not only farm lands, but town lands.

I know a son of mine had bought a section south of
1552 town here, some old fields and things down here, in fact I sold it myself; I did not own it myself, but the bank did, which I am president of, had taken it in on a debt, about ten thousand. He came to me then, before we had any sale, and he wanted to buy that property. I didnt hardly think we could sell it. He says, "What will you take for it?" I says, "If you will pay us what we got in it, we will be glad to take it. He took it and just after that he sold off one part of it for as much as he gave for it, and cut the balance of it up into lots, and I dont know what he got for that. It is all that southern side of town; that property advanced wonderfully. He told me, "If you just put that sale through with Swift & Company I am coming out all right, with that property down here." Farm land all around here in this country advanced in price, too.

Q. Since Swift & Company has been here, have the farmers of this section been afforded a competitive market for their hogs and cows?

A. Well, up until the past year, of course, there was no one here but Swift & Company to buy the hogs, just as in the days of the old Moultrie Packing Company there was no one here to buy but the Moultrie Packing Company, until the past year, some of us got together and organized a little stock yards company out there, and since then there have been buyers there, competitive buyers.

Q. There has been competitive buying since last fall?

1553 Yes sir.

Mr. Hill: And that is all.

Cross-Examination by Mr. Taylor.

Q. Mr. Vereen—

A. Yes sir.

Q. About the fall of 1917 farm products in this community began to advance, did they not?

A. Yes sir.

Q. Cotton?

A. Yes sir.

Q. Do you recall how much cotton became worth at that time, how the price went?

A. Well right off hand, in the year 1917, I have not got it in mind, no.

Q. Going back say, to the beginning of the advance, can you recall about when that was?

A. Of course I have in mind that in 1914, the year the war began, cotton went down to five, six or seven cents. Well, it continued along about seven up to possibly eight cents, away along during the summer; the next fall, the fall of 1915, I remember there was an advance, continued steadily along through 1916; I don't remember exactly the price in 1917; I was looking at that the other day, but I have forgotten it.

Q. And the prices continued to advance right along, 1554 didn't they, in the fall of '17, '18 and '19?

A. They didnt advance so much; the biggest advances, you know, were in the latter part of 1919 and 1920.

Q. How high did the price get during that time?

A. Well, cotton sold as high as forty-one, two or possibly forty-three cents here.

Q. How about the other farm products?

A. The other farm products were high, too.

Q. And they began to advance along about the same time, didnt they, along in '16 and '17?

A. That is my recollection, about the same time.

Q. Prosperity was general, all through this section of the state?

A. Yes sir.

Q. In fact, all over the state, as far as your knowledge goes?

A. Yes.

Mr. Taylor: That is all.

Mr. Hill: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

Mr. Taylor: I wish to object to all of the testimony of Mr. Vereen on the ground that much of it is irrelevant and immaterial, that much of it has already been covered by Mr. Vereen's testimony, and furthermore, that much of it is conclusions; I move to strike out the same for the above reasons.

1555 J. W. COLEMAN, called as a witness on behalf of respondent, after first being duly sworn, testified in substance as follows (pp. 3461-3471):

Direct Examination.

That he is a farmer and lives eight miles from Moultrie, Georgia; that he is fifty years old and has lived in this section of the country for twenty-seven years; that he was a farmer practically all his life; that he was a live stock buyer and yard man for the old Moultrie Packing Company and continued in the same capacity after Swift bought the company until October, 1918, and as such buyer was familiar with the prices paid for hogs by the Moultrie Packing Company and by Swift & Company at Moultrie, and was also familiar with the prices paid for the various classes of hogs being marketed on the Moultrie market.

That the Moultrie Packing Company paid from two to three cents per pound and at times, when the embargo was on, from three to five cents a pound under the Chicago market.

Q. How does Swift & Company compare with the Chicago market?

A. Not to exceed three cents per pound, in my judgment.

That since the plant has been run by Swift & Company the witness sold them hogs and was paid within one-fifth of a cent of the Chicago market. That the witness knows of his own personal knowledge that Swift & Company have encour-

aged the growing of better live stock and better feed-
1556 ing of live stock and were continually sending out pa-

pers of various descriptions, urging the farmer to a better knowledge of raising and improving his live stock; that these questions would be discussed at meetings; that he supposed that in the last three years he had attended twenty-five meetings and public gatherings where the live stock situation had been discussed with Swift & Company's representatives; that they had encouraged taking parties to various stock farms to show the importance of improving the live stock; that during the county fair the witness had charge of the live stock shed and that in this shed Swift & Company had large placards showing the different classes of hogs and different classes of cattle, from the scrubs to the best. That these placards explained and gave reasons for changing from the poor grade to the better grade and showed the difference in profits made from the poor grade and the good trade on

both hogs and cattle; that before Swift & Company came there was practically no competition in the buying of live stock; that now, since the stock yards has opened, there is a competitive market opened to everybody and anybody.

The witness produced, identified and authenticated a photograph of the plant of the Moultrie Packing Company showing the condition of the plant at or about the time it was sold to Swift & Company. This photograph was offered and received in evidence and marked "Respondent's Exhibit 9."

1557 The witness produced, identified and authenticated a photograph of the plant of Swift & Company as it was at that time (July, 1921). This photograph was offered and received in evidence and marked "Respondent's Exhibit No. 10."

Quote testimony on pages 3472 to 3486 both inclusive.

1558 *Cross-Examination of Mr. Coleman.*

By Mr. Taylor: Q. Mr. Coleman, when was it you sold your hogs within twenty points of the Chicago market?

A. I could not give you the exact date, it was in May of this year, I cannot give you the exact day of the month.

Q. Was it in the latter part of the month or the fore part of the month?

A. I rather think it was after the middle of the month, I think it was; I got the date, if I could get back to my records.

Q. What kind of hogs were they, corn fed or peanut fed?

A. Corn fed hogs.

Q. Were they well bred hogs?

A. Yes sir.

Q. They were not the razorback type that you spoke of?

A. No sir, no sir, they averaged 223 pounds; 58 head.

Q. It was approaching the season of the year in which the spread is very small between the Chicago market and the Moultrie market, too, wasn't it?

A. Well, it really was smaller than it ever had been before.

Q. Now, go back to the fall of 1918, were you buying at that time? I believe you testified you were buying for Swift & Company at that time?

A. Yes sir.

Q. There was a pretty wide spread, wasn't there?

1559 A. The first of 1918?

Q. No, the fall of 1918. Along in October?

A. It was from one, or rather, two to three cents, not over three cents.

Q. Now, I will ask you to search your mind again, and tell me if it was not from four to five cents?

A. No sir, was not, not in my knowledge.

Q. Were you buying for Swift & Company at that time?

A. Yes sir, I was buying cattle more than hogs, I did not buy very many hogs, I only bought one carload of hogs, I think that season, but at the same time—

Q. Then you were not keeping close track of the hog prices?

A. But at the same time I would come into the yard once a week, and I looked over the markets and the purchases of hogs for the week.

Q. Now, I will ask you to search your recollection carefully and state whether or not there was general dissatisfaction on the part of the farmers in this community because of the wide spread between the price here and the price at Chicago?

A. It was not a general condition that I noted; a few farmers, occasionally one would come in and raise objections, maybe he would have one or two hogs; as I told you, in 1918 I did not stay in the yards every day, just occasionally I was in the yards, once a week, perhaps.

Q. Now, let me ask you a question, if you dont recall
1560 that the dissatisfaction and the feeling became so high that Senator Harris introduced a bill in the spring of 1919 for an investigation on this situation of this wide spread of prices between the hogs of this section of the state and the Chicago prices.

A. I knew that that bill was introduced, but I dont think that it was from propaganda from this immediate territory; if it was I was not cognizant of it; I wondered at the time why it should be from this section; I dont know where it came from; I dont know.

Q. Now, just how much of a spread do you wish the record to show that you swear existed in October of 1918 between the price of the local hogs here and the Chicago hogs?

A. Not exceeding three cents, to my knowledge.

Mr. Taylor: That is all.

Cross-Examination by Mr. Horton.

Q. Mr. Coleman, would that spread of three cents be when they had the embargo on the hogs?

A. Yes, we had an embargo on hogs, I think, a couple of times.

Q. Yes.

A. I don't positively recall that that would exist just at that time, any more than any other time; it perhaps would have been 1916 the old company had it, before Swift bought; they had a greater number of hogs there at that time than I ever saw at any one time before or since; that was the
1561 first year I worked with the company. I believe Swift & Company bought the plant in 1917.

Q. That is right.

A. In the fall and winter of 1916 and the spring of 1917, they had the place covered up in hogs, but this was before Swift & Company bought, and then there was a greater spread then in the market than there was since, I know that.

Q. What was the spread at that time?

A. It was three to five cents a pound; because they were buying just as cheap as they could, in fact, did not want them, could not handle them, didn't know where to put them; during the ownership of the Moultrie Packing Company; there would be a few hog buyers would come around in there trucks and solicit hogs, shipments to different parts of the country at that time, that is, they would come when these runs were on, you know.

Q. Mr. Coleman, were you the head buyer out there?

A. No sir, I was not the head buyer; Mr. Fitzgerald was the head buyer during the time Swift owned it; for the old company I was the head yard man of the old company.

Q. Head yard man?

A. Yes sir.

Q. You had an opportunity—

A. I did not have the price making power, or rather settling as to prices of the hogs at that time; my advice always came from the office, if I was to give more or less.

1562 Q. But you do not know what was paid?

A. How is that?

Q. But you do know what was paid?

A. Yes sir.

Mr. Horton: That is all.

Mr. Taylor: Please go back and read that answer of Mr. Coleman's about trucks going around to buy hogs.

(Answer read.)

By Mr. Horton: Q. Mr. Coleman, do the farmers here slaughter hogs on their farms?

A. Yes sir, practically all of them.

Q. Is that practice quite extensive?

A. Yes sir.

Q. All the farmers do?

A. All the farmers, all of them kill hogs for their own use, and sell them, the cured meats.

Q. They did that before any plant was established here?

A. Yes sir.

Q. Then they did it while the Moultrie Packing Company was here?

A. Yes sir.

Q. Did they do that after Swift & Company came here?

A. Yes sir, do it yet.

Q. It is a considerable factor in competition?

A. Why, sure, I have very often heard it said, "Well, we will kill our hogs and put them in the cold storage or our
1563 smokehouse, when they are not satisfied with what are being offered.

Mr. Horton: That is all.

Recross Examination by Mr. Taylor.

Q. Now, Mr. Coleman, where did these hog buyers who came around with trucks that you referred to a little while ago come from?

A. Why, quite a few local ones, take Camilla, Bainbridge, Thomasville, Quitman, various sections around Tifton, they would run through the country and solicit hogs, and get them together in carload lots; sometimes they would be shipped into Moultrie, sometimes they would be shipped to Nashville or Atlanta, quite a few shipped to White Provision Company.

Q. This was back in 1916 that you were speaking of?

A. 1916 and '17; well, they do it yet.

Mr. Taylor: That is all.

By Mr. Horton: Q. Compared to the volume that was slaughtered over here at the packing plant, were those shipments large or small?

Mr. Taylor: I object to that, unless the witness has figures here; if he has, we will be glad to have them.

Q. Mr. Coleman, isn't it true that the shipments made at this time to the outside, as compared with the volume that went to the packing plant, were very small?

A. That is true.

1564 Mr. Taylor: I object to that unless the witness has figures.

A. I have not the figures to show the numbers, but whatever it was, a greater per cent came into the yards here than there was shipped out; I know that was a fact.

By Mr. Taylor: Q. That was in 1916 you refer to?

A. In 1916, 1917, and 1918, more hogs come into the yard now, than go out, but then at the same time there is some going out in different directions.

Mr. Horton: That is all.

By Mr. Taylor: Q. Now, at the present time, these same buyers that used to travel around the country in 1916, '17 and '18, go over here to the stock yards at Moultrie and do their buying, do they not?

A. Now, you mean?

Q. Yes.

A. These hogs rustlers, we used to call them, come into the yard to buy them?

Q. Yes, the ones that you say used to come around and buy, that you testified about?

A. Not in their trucks, people from out of town, not in the country altogether, come in and buy out of the yards, to ship out.

Q. Can you state who—give us the names of any of the people who come in here to the yards to buy?

A. No, I would not attempt to name any separate party.

1565 Q. Can you name any of the people who go through the country in trucks buying hogs?

A. Well, I could have at one time; not being closely—that is, not going to the yards very often now, I could not name you people right off hand, I know there are people that I know, fellow by the name of Kidd, Bowron—

Q. How long has Kidd been doing that?

A. He has been doing it ever since I went to the old company first.

Q. That was just when?

A. 1916, I think, I understand your question to be to go through the country with their trucks?

Q. Yes. Do you recall anybody else?

A. Well, Vic Hartsfield.
Q. How long has been buying hogs through the country?
A. Since 1917; I don't think he did it in 1916, know he didn't.
Q. What time in 1917 did he start?
A. Along in the summer, picking up the tail ends of the season.
Q. Do you recall anybody else?
A. Mr. Allen; he left here; he is not in the hog business now.
Q. How long has he been doing that?
A. He did that for one season.
Q. When was that?
A. 1917. Mr. Self.
Q. That is through the entire year of 1917?
1566 A. Not Mr. Self. Dolf, 1917, Mr. Dolf.
Q. When did Mr. Dolf buy?
A. 1917.
Q. The entire year?
A. During all the hog season, yes sir, 1917.
Q. All of the season beginning with the fall of 1917 and going through?
A. The winter of '16 and the spring of '17, '17 on.
Q. Now, Mr. Allen, did he cover that same period?
A. Yes sir, Mr. Allen.
Q. From the fall of 1916 to the spring of '17?
A. Spring of '17 to the fall of '17, not '16, I had quite a few people, you know, I could not know them all; that is not all of them; so far as I know they are doing it yet.
Q. How about Mr. Gibbs, Tifton?
A. Mr. Gibbs?
Q. Yes?
A. Mr. Gibbs never did get down in this territory.
Q. And just what section did he cover?
A. Around Tifton.
Q. How long has he been doing that?
A. He did it in 1916, 1917 and a little in 1918, I think.
Q. Now, do you know Mr. Edwards at Enterprise?
A. Edwards, Enterprise, Alabama?
Q. Yes.
1567 A. Yes sir, Mr. Edwards shipped thousands of them in here in '16 and '17, and some in '18.
Q. Has he shipped any since?

A. I could not say; I could not tell whether he did ship any in to Swift's after I left there or not.

Q. How about Mr. Wade of Quitman?

A. Mr. Wade shipped lots of hogs here.

Q. How long had he done that?

A. 1916, '17, and some in '18.

Q. Do you know just where he bought them?

A. Bought them in the vicinity of Quitman, around Brooks county. Perhaps he went as far as Valdosta; the Valdosta Live Stock Company shipped them in here.

Q. Do you know Mr. Metcalf?

A. Mr. Metcalf of Camilla?

Q. Yes?

A. Yes sir.

Q. Has he been buying hogs for some time?

A. Yes sir.

Q. How long a time?

A. From the time I went with the old company until now, so far as I know.

Q. Where did he buy them?

A. He bought them in his territory around Mitchell county, Baker County, perhaps he had gone into Decatur County.

1568 Q. Did he ship here to Moultrie then?

A. Yes sir.

Q. Dos he ship here now, do you know?

A. I don't know; Mr. Perkins of Bainbridge shipped thousands of them in here.

Q. When did he start shipping?

A. He was shipping when I went with the company, up to the time I left the company.

Q. Where did he buy?

A. He bought in the vicinity of Bainbridge, Donaldsonville, that is in Miller county.

Q. How far is that from Moultrie?

A. That is some 65 miles.

Q. How far distant are these various territories that you mentioned from Moultrie in which hogs were bought?

A. From 20 to 65 or 75 miles; 75 miles to Donaldsonville.

Q. All of them are within a radius of a hundred miles.

A. All of them are within a radius of a hundred miles of Moultrie.

Mr. Taylor: That is all.

A. Now, these people, the last people I mentioned, are

not what I would call hog rustlers right around a packing house. Mr. Allen, Mr. Kidd and Mr. Vick were the local hog rustlers here; the other people were at the other points.

Q. They were larger hog buyers?

1569 A. They were the larger hog buyers, in other words, they shipped—they would be men that would buy them, if they sent them to them they would send them in here; in other words, they are hog speculators, all over this country every year.

By Mr. Horton: Q. Now, Mr. Coleman, I think the record shows an erroneous impression.

A. How is that?

Q. I think that the record now gives an erroneous impression of this situation.

Mr. Taylor: Mr. Examiner, I must object to this sort of statement to the witness; I think the record shows exactly what the witness has said.

Q. Mr. Coleman, I state again that I think the record shows an erroneous impression of this situation.

A. Yes sir.

Q. I want to clear it up.

A. Yes sir.

Q. You want to, too, if it does, don't you?

A. Certainly I do.

Q. Don't want any erroneous impression in there?

A. No sir.

Q. Now, when you spoke of a hog rustler—I think that that is a very descriptive name,—I understand that is a man who goes out in the country and gathers hogs with a

1570 truck and brings them in to the packing house?

Mr. Taylor: I object to counsel here telling his witness what he wants.

Examiner Sadler: I will ask counsel not to lead the witness.

Mr. Taylor: And coaching his witness what to say.

Q. What does he do, then, Mr. Coleman?

A. If he is in fifteen or twenty miles of the packing company, he brings them in on his truck; if the haul is too far, he will get to the first man that will buy them of him, so as to save as much shrinkage as he can. He will take them to Thomasville, or take them to Quitman, or take them to Bainbridge, or take them to Camilla, take them to the various points, and deliver them there.

Q. Yes.

A. Then in turn, those people, sometimes they will perhaps ship some to Nashville, send them to the White Provision Company, or they will send them to Moultrie.

Q. What per cent of all those hogs in all this section around Moultrie here came into the Moultrie plant?

Mr. Taylor: I shall be very glad to have the witness give any figures that he has on the subject, but I object to conclusions.

A. I have no specific figures.

Q. What is your best judgment on it, Mr. Coleman?

A. My best judgment seventy-five per cent of the 1571 hogs came to Moultrie.

Q. Came right into Moultrie?

A. Yes sir.

By Mr. Taylor: Q. When was this?

Mr. Horton: Q. To the Moultrie plant?

A. When was it? From the time the old Moultrie Packing Company and Swift & Company—from 1916 to 1918; I believe that they got more than seventy-five per cent of them during 1916 and 1917.

By Mr. Taylor: Q. Is that during the—is that in the immediate vicinity around Moultrie, or do you mean to say that is clear to the extent of the hundred mile radius?

A. Within a hundred mile radius.

Q. Now, where did the other twenty-five per cent go?

A. Well, various points.

Q. Where, for instance?

A. Well, Atlanta, some to Tifton, some to Jacksonville, some went to Wilmington, North Carolina; some to Statesboro, but there was not so many.

Q. Do you know the situation which exists in the same territory at the present time?

A. Well, I think that they get more of them out of town in their trucks now than they get here.

1572 Q. In other words, you are not familiar with the situation today?

A. I don't know, I could not say, not staying around the yards much, I could not tell how they run here, but my honest opinion here is that they don't get as many hogs proportionately now as they did before.

By Mr. Horton: Q. Why, Mr. Coleman?

A. Because there are too many people after the hogs, the way I see it; I have had inducements to sell my hogs right now, right in the last few days, to ship them away from Moul-

trie; I have not any ready; of course, if the price is better than Swift & Company will pay I will sell them to them.

Q. What about the number of hogs in the country today, packer hogs?

Mr. Taylor: I object to that, if the witness has no figures on it.

A. Not so many here.

Q. The hog population has been smaller in 1920?

A. The hog population has been smaller in 1920, yes sir, 1920 up to now, I know that is a fact.

Mr. Horton: Yes sir. Thank you very much.

Mr. Taylor: That is all.

Examiner Sadler: Any more examination of this witness?

Mr. Horton: No.

Examiner Sadler: The witness will be excused.

1573 (Witness excused.)

MR. G. W. NEWTON was thereupon called as a witness on behalf of respondent, and after being first duly sworn, testified in substance as follows (pp. 3487-3489):

That he lived six miles from Moultrie and was a farmer; that he is fifty-five years old and was born and raised within five miles of where he now lives; that he raised hogs and sells them to Swift & Company; that he sold to Swift & Company some two or three different times that year; that for his hard hogs they paid one cent per pound premium; that the price paid was within half a cent of the Chicago market; that he is a small stockholder in the stock yards company; that he attended one meeting and they were discussing and planning to organize the stock yards company; that Mr. McDowell, manager of Swift & Company, made a talk and stated that his company could not own any stock in that stock yards but that they felt competition would help bring more hogs and more cattle to Moultrie and would help the market in every way; that it would help this community and this section around here.

1574 (Witness excused)

H. S. DAVIS was thereupon called as a witness and having been first duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. Do you live in Moultrie, Mr. Davis?
A. Yes sir.
Q. What is your occupation?
A. Work for Swift & Company.
1575 Q. Were you in charge of their car route department?
A. No sir, I was assistant car route sales manager.
Q. How long were you connected with the car route?
A. Well, as salesman and as assistant sales manager, about three years.
Q. That is, from what period to what period?
A. 1918, the first of 1918 to the present.
Q. Are you familiar with the territory covered by the Moultrie plant in Georgia and Florida?
A. Familiar with the part covered by the carlines.
Q. Yes sir.
A. Car route department.
Q. Yes. Well, I hand you here a map of the state of Georgia and another one of the state of Florida. I will ask you if you can take a red pencil and indicate the territory in which the Moultrie plant operated those car routes?
A. Yes sir.
Q. You have done so?
A. Yes sir.
Q. You have done so by drawing a red circle; do you mean to say that the car routes operated within all of that territory?
A. Inside of this circle, yes sir.
Q. And the same on both the Georgia map and the Florida map?
A. Yes sir, both of them.
Q. Now, how many towns did you sell Moultrie products in?
1576 Mr. Taylor: I would like to make an objection to all of this as irrelevant and immaterial, Mr. Examiner.
Examiner Sadler: The objection will be noted. I will let all this go in under the objections, and let the Commission decide whether it would be relevant to the issues.

Q. How many towns?

A. 331, the last period we operated.

Q. Now, was that all the towns in this section of the country in which the Moultrie product was sold?

A. No sir.

Q. Calling your attention to the map of Georgia, where has Swift & Company got branch houses?

A. They have got branch houses in Savannah, Georgia, Augusta, Georgia, Macon, Georgia, Atlanta, Georgia, Columbus, Georgia. That is during the car routes; at the time—they have one at Waycross now, but it was not in operation when the carline were in operation.

Q. Now, did the Savannah house sell in this section of the country?

A. Yes sir, they sold from Savannah out to the carline territory.

Q. Out to the carline territory?

A. And the Augusta branch territory and the carline territory met up in this territory.

Q. That is from the northeast?

A. The is from the northeast. The Macon branch
1577 house met the car route territory on the north; Columbus branch house met it on the northwest.

Q. Yes sir. Now, what about the section west, is that also covered, too?

A. Yes sir, covered by the Andalusia carlines.

Q. Yes sir. Now, take the Florida map, what territory did the branch house at Jacksonville cover?

A. They covered—met the carline department on the territory to the southeast; Pensacola branch house on the southwest at some points; they also have a branch house at Tampa, Florida, which met the carlines territory on the south.

Q. Are you still operating those car routes?

A. No sir.

Q. When did you discontinue them?

A. May 2nd.

Q. What did you do with the territory you covered?

A. Turned most of it back to the branch houses.

Q. Is it all being worked?

A. All of it is being worked, yes sir.

Q. That is, it is being worked?

A. I have one territory out of Moultrie, working Moultrie and nearby towns, the branch houses are working all the rest of the territory that we formerly worked.

Q. Now, are Moultrie products sold in other places besides those in this southern section?

1578 A. Not as I know of, no sir.

Q. How about the cities in South Carolina?

A. Well, I thought you meant just the southeastern cities, that is what I thought you meant when you asked the other question. They are sold in South Carolina, Georgia, Florida, I dont know whether they have other branches in other states or not.

Mr. Horton: All right, we will offer these maps in evidence.

Examiner Sadler: Any objection?

Mr. Taylor: No objection other than the general objection which I have made to all of this testimony.

Examiner Sadler: The maps will be received in evidence, and marked Respondent's Exhibits 11 and 12 respectively.

(The maps were received in evidence and marked "Respondent's Exhibits 11 and 12" respectively.)

Q. Now, how often did you work this car route territory?

A. Every week.

Q. What was the method of working it?

A. Had salesmen call on the trade; each salesman had a territory to cover, and he covered it every week.

Q. Were there any towns you skipped, and if so, what was the nature of them?

A. There wasnt any that we skipped; we worked them all; I might make an exception, there might have been a town so far off the railroad that we could not get over to that, but if it was on the railroad and we could get deliveries to them, we worked it.

1579 Q. Then you shipped the goods out to the customers in the cars?

A. Yes sir.

Q. What was your reason for discontinuing the car routes?

A. Well, the reason we discontinued the carlines was—my idea of it is that there was so much products shipped into Moultrie and then had to be shiped out, that we had two freight rates on it, and we were put to the disadvantage of the freight in and the freight out. In other words, we were bringing in eight or ten million pounds a year, to be reshipped on the carlines, we was paying freight from Chicago into Moultrie; whereas if we had had enough Moultrie products we would have saved this entire freight charge.

Mr. Horton: Cross examine.

Cross-Examination by Mr. Haycraft.

Q. Do you know whether or not Swift & Company discontinued operating other car routes this year as well as this system of car routes here?

A. Yes sir, they discontinued operating route cars at Andalusa.

Q. Anywhere else that you know of?

A. Not that I know of.

Q. What time of the year do you principally receive this meat from outside, from other sources than the Moultrie Packing Company?

A. I would say from about this time of the year until December.

1580 Q. From July until December?

A. Yes sir.

Q. Do you get fresh pork cuts in from outside during the summer?

A. Yes sir, get frozen.

Q. Frozen?

A. Yes sir.

Q. From the plants at St. Louis, Chicago, and other places?

A. I dont have anything to do with ordering it in; I guess it comes from Chicago.

Mr. Haycraft: That is all.

Mr. Horton: That is all.

Examiner Sadler: The witness will be excused.

1581 (Witness excused)

S. G. LONG was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. What is your business, Mr. Long?

A. Grocery.

Q. Who are you with?

A. Gamage Grocery Company.

Q. Do they handle meats?

A. Yes sir.

Q. Who buys the meats?

A. I do.

Q. How long have you been buying the meats?

A. Ever since I have been with them, four years.

1582 Q. Who do you buy from?

A. Swift, Armour, Morris, I have bought some considerable meat from Wilson, but he has not got a man that makes this territory now.

Q. Comes in here from time to time?

A. Yes sir.

Q. Any others?

A. Yes sir, Mr. Luchsinger; he used to be here at—I think it was Macon Packing Company; he used to make this territory; I bought meat from him.

Q. Has he sold you since or quoted you since he has been representing the St. Louis Independent Packing Company?

A. Yes sir, he quotes, but he has not got a man down here, I have not bought anything from him.

Q. You have not had an opportunity to buy from him?

A. Only from quotations.

Q. What can you say about competitive conditions now, and what they were in July 1917?

A. 1917?

Q. Yes, how is it now as compared with July, 1917?

Mr. Taylor: That is objected to, Mr. Examiner, as calling for a conclusion of the witness.

A. I think competition is stronger now than it has been.

Examiner Sadler: I think that is a question for the court and the Commission to decide.

1583 Mr. Horton: How is that?

Examiner Sadler: I say I think that is a question for the court and commission to decide on, whether competition was stronger now than before.

Mr. Horton: How are they going to know it unless they have this? The court and Commission dont know who comes into this territory.

Mr. Taylor: I am not objecting to any facts, I am objecting to conclusions only.

Q. How do you know that, now, Mr. Long, how do you know competition is keener now than it was before?

A. Well, there seems to be more competition in prices; I get a price from one fellow and put it up to another one, and he will try to beat it.

Q. Do you—do they drum you harder now than they did before?

A. Yes sir.

Q. Mr. Long, do the farmers slaughter and cure meat and dress it and bring it in here?
A. Yes sir.
Q. Do you buy some of that meat?
A. Yes sir.
Q. How long has that been going on?
A. Ever since I have been in this city, sir, nine years, I dont know how much longer.
Q. How was it last year as compared with the previous years?
1584 A. I think there was more of it than there ever had been.
Mr. Horton: That is all.

Cross-Examination by Mr. Taylor.

Q. When was it you stated you came here, Mr. Long?
A. I came here nearly nine years ago, last April.
Q. Have you been buying meat all that time?
A. Yes sir.
Q. Now, going back to the summer of 1917, Swift & Company was here at that time doing business, wasnt it?
A. I dont remember.
Q. Selling meats?
A. I don't know when they bought that plant.
Q. I dont refer to the buying of that plant, I mean they were in this market and selling their meats and selling Swift & Company's good?
A. Yes sir, before this plant was here they had men out of Albany that made this territory.
Q. Armour & Company also?
A. Yes sir.
Q. Morris & Company?
A. Yes sir.
Q. The predecessors of Wilson & Company, that is, Sulzberger & Sons, were selling meats here?
A. Yes sir.
1585 Q. I believe you said Wilson was not represented here now?
A. No sir, I have not seen one of his men in, I dont think in two years.
Q. And the White Provision Company, was there here then?

A. The White Provision Company? I dont know his—if he did, he didnt call on me.

Q. And the Moultrie Packing Company?

A. Yes sir.

Q. Now, you say that the farmers around here had more meat to sell last year than every before, do you know why that was?

A. No sir.

Q. Why it was?

A. No sir, I dont.

Q. Is the price of meats cheaper now than it was a few years ago?

A. Yes sir.

Q. The price of hogs, also, arent they?

A. What is that?

Q. The price of hogs is also cheaper than they were a few years ago?

A. Yes sir.

Q. Now, have you talked with any of the farmers who offered this farmers' meat?

A. Yes sir, I have seen them every day.

Q. Did they not tell you that they were offereing it 1586 in the shape of meat because they could get more for it that way than they could by selling it as hogs?

A. Cured meat?

Q. Yes sir.

A. No sir, I have never had one to tell me that.

Q. Just what form do they offer this meat in?

A. They bring it in in hams, and things like that; but it is not trimmed like packing house ham.

Q. You mean smoked ham or fresh ham?

A. Yes sir, I handle them smoked, dont handle fresh meats.

Q. Does the farmer bring in anything else aside from smoked hams?

A. Yes sir, shoulders and sides.

Q. All smoked?

A. Yes sir.

Q. Now, do you know if there is any cold storage plant around here where the farmers keep meats of any kind?

A. Yes sir.

Q. Where?

A. Moultrie Ice & Cold Storage Company.

Q. How about the surrounding towns?

A. I could—you mean cold storage in surrounding towns?
Q. Yes?
A. I could not say sir, I don't know.
Q. How long has this Moultrie Cold Storage been here?

1587 A. It has been here—I think they built that cold storage about three or four years ago, I dont remember sir, exactly, I could not say just when they building it over here.

Q. Have the farmers been bringing in their meat every since and storing it with this cold storage?
A. I think so, yes sir.
Q. Do they cure meat here at this cold storage plant?
A. Cure it, yes sir.
Q. Cure it for the farmers?
A. Take it right green, yes sir.
Q. The farmers bring it in fresh, and the cold storage people cure it for them and keep it?
A. Yes sir.
Q. How is that meat disposed of?
A. Why, they keep it a certain length of time, sir, they then notify the farmer, and he goes and gets it and brings it and sells it or takes it back home and uses it for his own consumption.
Q. Now, wasnt this cold storage plant built along about 1918?
A. I would not say, sir; I dont know; I know it has been built about three or four years; 1918—this is 1921—I had meat in that cold storage house myself three years ago this last winter.
Mr. Taylor: That is all.
Mr. Horton: That is all.
Examiner Sadler: The witness will be excused.
(Witness excused)

1588 MR. L. A. DICKERSON was thereupon called as a witness and after having been duly sworn, testified in substance as follows (pp. 3549-3555):

That he lived in Moultrie and was Secretary of the Moultrie Cotton Mills; that he was connected with that company since December 15, 1919 and had charge of the records pertaining to the purchase of cotton.

Witness produced, identified and authenticated books which showed purchases of cotton made by the Moultrie Cotton Mills for the years 1914, 1915, 1916, 1917, 1918, 1919 and 1920. The books were offered and received in evidence and permission was given to withdraw the books and substitute an exhibit showing the price of cotton for the years mentioned, which said exhibit was marked "Respondent's Exhibit No. 19."

1589 (Witness excused)

H. S. DAVIS was thereupon recalled as a witness and having been previously duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. What are your initials again, Mr. Davis?
A. H. S.
Q. You are the same H. S. Davis that testified in this case before?
A. Yes sir.
Q. I believe you testified you were assistant manager of the car route department?
A. Yes sir, while they were in operation.
Q. What period did that cover?
A. Covered from 1918, to 1921, while I was in it.
Q. 1918 to 1921?
1590 A. Yes sir.
Q. Have you been employed in connection with the sale of pork products of Swift & Company during that time?
A. Yes sir, part of the time as salesman, the rest of the time as assistant sales manager.
Q. Now, since May 2nd, 1921, what have you been doing?
A. I been a salesman.
Q. For whom?
A. Swift & Company.
Q. Moultrie plant?
A. Moultrie plant.
Q. Working what territory?
A. Moultrie and adjacent territory.
Q. Now, directing your attention to the price for western meats, particularly western pork, what price have you sold pork from the Moultrie plant as compared with the price on western meat?

Mr. Taylor: Mr. Examiner, that is objected to as immaterial and irrelevant to the issues.

Examiner Sadler: The objection will be noted.

A. Sold it at from one and a half to as much as six cents less than the western product.

Q. That is comparing like with like, product with product?

A. Yes sir, comparing, for instance, second grade Moultrie products with second-grade western product, first grade Moultrie product with first grade western products.

1591 Q. Same weights and averages?

A. Same weights and averages, yes sir.

Mr. Horton: You may cross examine.

Cross-Examination by Mr. Haycraft.

Q. Mr. Davis, do you have any bills or invoices to verify that statement as to the differences in price which you have just stated?

A. Well, you could get the invoices from the records in the office, yes sir.

Q. Did you go over any of them before you came in here just now? Did you go back over the records and check up to see the difference that you received in price?

A. No sir.

Q. You are not testifying, then, from any record, you are testifying from memory of what you have done?

A. Testifying because I sell it every day, know how much I sell it under.

Q. What products do you have in mind, what products do you sell of the Moultrie products and the western products that you can make a comparison on?

A. At the present time I am selling Moultrie bellies, dry salt rib bellies, a Moultrie product, a cent and a half under the same average western rib bellies.

Q. All right, what else?

1592 A. Three weeks ago I was selling Moultrie rib bellies three and a half cents under western rib bellies.

Q. You were quoting them at—

A. Sold them at that much less than I would have sold western bellies.

Q. What else, what other products?

A. I sell Moultrie lard a cent and a half under the same grade of western lard.

Q. That is now, is it, or three weeks ago?
A. That is now.
Q. All right, now, what other products?
A. Sell Moultrie bacon at present two cents under the same grade of western bacon.
Q. What other product?
A. Well, ham at the present time, one cent under the same grade of western ham.
Q. All right, now, how about fresh cuts?
A. Pork loins, sell them one and one-half cents, one and a half cents under western pork loins.
Q. How about hams, fresh hams?
A. Fresh hams?
Q. Yes.
A. One cent.
Q. Do you handle fresh hams from the west?
A. Very few, the only thing, we get a price list and
1593 quote the price on western hams; we have a sufficient stock of hams to take care of our orders.
Q. How about fresh shoulders?
A. Fresh shoulders? I sell such a few shoulders I would have to consult my sheet to know how much I did sell those under.
Q. Do you sell any shipper pigs, what you call whole pigs here, on the Moultrie market?
A. Yes sir, we sell those.
Q. Do you ship anything of that kind in from the west?
A. Havent recently, no sir.
Q. So that the pigs, you only have the Moultrie product to offer?
A. That is all.
Q. Do you have a price list which has all of these various products listed on it?
A. Pigs?
Q. No, all the products?
A. We get western price list on pigs.
Q. Could you get hold of one of those now, to put in as an exhibit?
A. Price of pigs here?
Q. No, the prices on all these products you have been tes tifying about here, showing the western price in comparison with your Moultrie prices?
A. I dont know whether I can get one or not, I can see.
Q. I wish you would; we will wait for you; bring one here

of today and one for three weeks ago that you testified about?

1594 A. All right.

Q. What is this paper I now show you?

A. Is a differential letter, Moultrie weekly differential letter.

Q. No. 25?

A. No. 25, yes sir.

Q. Where does that come from, where did you get it?

A. The sales manager, Mr. Hovey, gives it to me.

Q. Do you know where it come from, where he get it?

A. Yes, I think I know; I think it comes from Chicago.

Q. From Chicago?

A. Yes sir.

Q. What is this paper I now hand you?

A. Moultrie weekly differential letter No. 28.

Q. Same source?

A. Yes sir.

Q. What dates do these letters bear?

A. June 20th.

Q. No. 25?

A. No. 25, yes sir. No. 28, July 11th.

Q. I notice in the first paragraph of these two weekly letters, "basis S. & W. printed list, f. o. b. Kansas City; I will ask you what this paper is now that I hand you?

A. That is the Southern and Western branch house price list.

Q. Issued by Swift & Company?

A. Issued by Swift & Company.

1595 Q. On what date?

A. June 20th.

Q. What serial number does that bear?

A. 269.

Q. Is that the price list, S. & W. price list referred to by the weekly differential letter No. 25, dated June 20th, as a basis?

A. Yes sir.

Q. Now, do you follow these differentials?

A. This one here?

Q. Furnished you in this weekly differential letter in making your quotations to the trade?

A. Not altogether; lots of times I have a verbal conversation with Mr. Hovey, and he gives me more than there is on this weekly differential letter.

Q. Would you say that it was often or seldom that you vary from the differential letter?

A. It is often; for instance, if I go up town, if I have a two cent concession of dry salt meat, and some competitor is underselling me, I come and report it to Mr. Hovey, and he gives me an additional concession on top of this two cents, to meet competition.

Q. Is that true of fresh cuts as well as dry salt cuts?

A. It is true with all of these on different occasions.

Q. Do you find more occasion for making such cuts on your dry sale meats than you do you fresh meats?

1596 A. At this season of the year dry salt meat moves in larger volumes than most anything else, everybody is after the business, I think I have more occasion to use it on dry salt meat than anything else right now, at this particular season of the year.

Q. What about other seasons, say fall and winter?

A. Moves very slowly, dry salt does. Probably have occasion to get an additional concession on hams more than anything else then, sell lots of ham and smoked meats.

Q. Without taking into consideration, however, the local conditions which you have referred to, the differential contained in this letter is the differential which the Chicago office of Swift & Company expects you to get, is it not, on the products listed?

A. I dont know what Chicago expects us to get; this differential letter comes from them, but we vary from it quite often.

Q. This paper I now hand you, a similar price list, S. & W. price list, dated July 11, 1921?

A. Yes sir.

Mr. Haycraft: Mr. Examiner, I ask that these price lists be marked as exhibits in this case, letters No. 25 and 28, and the two price lists which go along with them.

Examiner Sadler: You offer them in evidence?

Mr. Haycraft: Yes.

Examiner Sadler: You are offering them as Commission's exhibits, are you?

1597 Mr. Haycraft: Yes.

Mr. Horton: What is the purpose of the offer, Mr. Haycraft?

Mr. Haycraft: What is that?

Mr. Horton: What is the purpose of the offer?

Mr. Haycraft: They are offered to show the spread between the western and southern products, normal spread.

Examiner Sadler: Any objection? The exhibits will be marked Commissions Exhibits 195, 196, 197, and 198.

(The statements were received in evidence, and marked "Commission's Exhibits, 195, 196, 197, and 198," respectively.)

Q. In your direct examination you made a statement that your differential on this southern product, on these Moultrie products, ran from a cent and a half to six cents a pound, I believe?

A. Yes sir.

Q. As a matter of fact, there are some products that you sell on a cent differential, arent there?

A. I dont know that, absolutely; I gave you one just now.

Q. You gave me two just now in your oral testimony.

A. From memory, yes sir.

Q. Smoked ham and fresh ham?

A. Yes sir.

Q. What product did you have in mind with a six cent differential?

A. That is not right at the present time. I am talking about what spread we have had.

1598 Q. What product was it that you had reference to? Seminole bacon.

Q. Seminole bacon?

A. Yes sir.

Q. As a matter of fact, on bacon there is always a wide differential on the bacon, isn't there, Mr. Davxis, between the Moultrie product and the western product?

A. No sir, I don't think so.

Q. Right now there is a wider spread, isn't there?

A. There is three cents on some of that bacon now; it is two on the others.

Q. Don't you have more of a differential as a rule on the bacon than you do on the other products?

A. No sir, sometimes it is—this differential will be only one cent on bacon; it is all according—most according, I think, to the stock they have got in the plant, how bad they want to move it; if the stock is big, got to move it, it will take a bigger concession, and we have to put it on, because it has got to be moved.

Q. How about the demand, isn't bacon the only that has the lowest demand of all of your products?

A. No sir, there is a big demand for bacon.

Q. There is a big demand for bacon?

A. Yes sir, lots of times we run short, and the concession is almost cancelled.

1599 Q. Is that so?

A. Then we have a lot of it, and have to get a big concession on it; that concession got as high as six cents during the operation of the carline, that is, the Empire, western bacon.

Q. That is the basis you use, isn't it?

A. That is the basis, is Empire, second-grade western bacon, Seminole is the second grade Moultrie bacon.

Q. Would you say, then, at the time when the differential ran as high as six cents on this bacon, or any other products, it was when Swift & Company was long on those products, and wanted to move them?

A. When they were long on those products, and when competitors were evidently long on them, too, we had to cut the price to sell it.

Q. What time do you have in mind that that six cent differential existed on that bacon?

A. I don't know exictly, but it has been right around a year ago.

Q. Was it within the last year, have you observed that you had to have a six cent differential?

A. I think it was just about this time last year.

Q. You think it was just about this time last year?

A. Yes sir.

Q. Since that time what would be the widest differential that you had on any product, in your best memory?

A. Four to five cents.

1600 Q. Four to five cents?

A. Yes sir, that is the best I remember, there is so many records I don't know exactly, that is the best of my memory.

Q. Would you say that that was a rather unusual condition, that wide a differential?

A. Six cents?

Q. Yes, five and six cents?

A. Well, we don't have that much of a concession as much as we don't have it, that is, as a rule it is a little under that.

Q. Now, take dry salt bellies, you have a cent and a half differential now, is that the average run, or do you know?

A. No sir, that is not the average.

Q. What would you say would be the average?

A. I would say two and a half to three would be the average; we cannot get the average, that is just my opinion of it.

Q. That is what you offered in the beginning, was your opinion?

A. Yes sir.

Q. I am just trying to check it up.

A. I tell you what that is not the average concession on dry salt meat.

Q. Yes?

A. This winter, two months ago, we had more dry salt meat than we have now; competitors had more, too, everybody looked like they were after dry salt business; to sell any at all we had to have a bigger concession.

1601 Q. By the way, who is your strongest competitor on that kind of product?

A. Dry salt meats?

Q. Yes.

A. Well, in Moultrie Armour & Company is our biggest competitor.

Q. I suppose that is from the Jacksonville plant?

A. Jacksonville, also on his western products.

Q. Now, take your lard, a cent and a half under?

A. Yes sir.

Q. Is that about the average or is that below the average?

A. That is about the average on lard.

Q. Take your bacon, three cents, how does that run?

A. That is a little under the average on bacon.

Q. You think the bacon differential is a little wider than that?

A. Yes sir.

Q. Take the smoked hams, smoked hams about a cent?

A. It will average more than a cent; it will average more than a cent most of the time.

Q. Think it will average more than that?

A. Yes sir, I think you will find two cents on some of these differential letters.

Q. How about fresh meats, a cent and a half?

A. That is about the average.
Q. Fresh hams a cent?
A. I think we have more than a cent most of the time.

1602 MR. C. O. HUFF was thereupon called as a witness and after having been first duly sworn, testified in substance as follows (pp. 3572-3580):

That he lived in Moultrie, Georgia and was Chief Clerk of the Accounting Department of the Georgia Northern Railroad.

Witness produced, identified and authenticated books and records which showed the volume of packing house products and live stock received and forwarded from Moultrie, Georgia by his railroad for 1914, 1915, 1916, 1917, 1918, 1919 and 1920. The books and records were offered and received in evidence and permission given to withdraw them and substitute an exhibit which said Exhibit was marked "Respondent's Exhibit No. 21."

1603 Docket 453.

Moultrie, Georgia, July 19, 1921.

Met pursuant to adjournment, 10:00 o'clock A. M.

Before:

Clarence T. Sadler; Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

H. McDOWELL was thereupon recalled as a witness, and having been previously duly sworn, testified as follows:

Direct Examination (Continued) by Mr. Horton.

Q. Mr. McDowell, when you were testifying the other day about the number of pounds—the number of towns in which the Moultrie product was sold, there were four branches in South Carolina of which you did not have the figures. What branches are those and how many towns do they serve?

A. Those twons were Charleston, Columbia, Greenville, Spartanburg, South Carolina. The number of towns they serve is, Charleston, 100; Spartanburg, 100, Greenville, 100, Columbia, 70.

Mr. Horton: The witness is with you.

Mr. Haycraft: Is that all.

Mr. Horton: Yes.

Cross-Examination by Mr. Haycraft.

Q. A good many questions have been asked in this
1604 record by counsel for the respondent in regard to soft and oily hogs, soft and oily products. I will ask you, Mr. McDowell, whether or not those two words are synonimous, or whether they are different. What do you understand the meaning of soft and oily products to be?

A. For all practical purposes those words should be considered as synonomous.

Q. Well, now, as a matter of fact, isn't there a difference between a soft hog and a soft product, and an oily hog and an oily product?

A. There is a difference in appearance, yes, sir; and we are trying very hard to separate the two in our practical operations.

Q. Will you explain that?

A. We are trying to pick out from our meats those meats that contain a small percentage of oil, which is not very apparent, to the eye, and make an intermediate grade grade out of that meat, with the object of trying to obtain more money for it.

Q. You made an estimate here that ninety per cent of the product sold by—manufactured by this plant was soft and oily; now of that ninety per cent, how would you say that you are able to divide them, the soft from the oily, the intermediate grade that you speak of?

A. I haven't any actual data, Mr. Haycraft, that I can give you on that, but I will explain it in this way, that that percentage varies according to our ability to sell this so-called Dixie brand. Now, we have not had very much success
1605 so far on that, but we are constantly trying to get more of a demand for that intermediate grade, and I think ultimately we will create more demand for it. If you want my guess on it, I would say that ten per cent of the soft and oily part of our meat has been sold as Dixie; it varies so

much that I really don't know whether it is ten or twelve or fifteen or eight, but it is getting along so we have made a little progress on it.

Q. You do have then, three brands that you market, products from this plant?

A. Yes sir.

Q. What are those three brands?

A. The top brand, best quality meat, is the Premium, the same as the other plants; the intermediate grade is the Dixie, and the lowest grade is the Seminole.

Q. What two regular brands of Swift & Company do the Dixie and the Seminole brands—what grades do you put them on a par with, if on a par?

A. For trade purposes, we base both of those brands, for the purpose of determining pride only; we base those brands on the Empire brand of Swift & Company, but neither one of these brands are exactly the same as Empire, because of the difference in the character of the meat.

Q. The Empire brand is second or third grade?

A. It is the so-called second grade.

Q. Second grade?

1606 A. Yes sir.

Q. The Empire I suppose, is manufactured from western hard products?

A. Yes sir, that must be from hard meat, yes sir.

Q. Did I understand you correctly, Mr. McDowell, to say that your dixie brand is made from the soft but not the oily product, that is, that which is soft—

A. The is the interpretation of the term, yes; as a matter of fact, the Dixie brand is oily, contains a certain percentage of oil but it is not very apparent, not so apparent as the Seminole.

Q. Now, would you say that the hogs that are killed and manufactured into the Dixie brand are those hogs that were —that have been fed upon peanuts, and probably finished on corn, so that the amount of the peanut oil was diminished by that finishing?

A. Mr. Haycraft, I cannot give you an answer on that, I do not know. The Government does not know; we have repeatedly asked them to answer that question for us, and they say they are not ready to answer it. The last thing that we have from Washington was that they thought they could answer that question inside of twelve months, just a short time ago; I think they can.

Q. Well, it is apparent, however, that there is a number of hogs being put on the market that are not as oily as the average run?

A. Yes sir.

Q. From those hogs you make this Dixie brand, as I understand it?

1607 A. From the best part of those, yes sir.

Q. The Premium brand, I take it, is from the hog which is hard, that is, cornfed?

A. Strictly hard, yes sir, those few that are strictly hard, fully up to the standard of the western hard hog.

Q. Now, there has been considerable testimony both by yourself and Mr. Davis in regard to the way in which the products of the Moultrie plant are being sold in this territory adjacent to Moultrie; I will ask you to state the territory covered by the sales organization operating out of Moultrie as a branch house during the time that the private car lines were being operated; I think it is in the record, probably, in one place?

A. Yes sir.

Q. But I want to get it just before me now so that I can have it in mind?

A. Mr. Haycraft, I would have to answer that question in a general way; I would have to refer to the map to tell you accurately. That is the so called car route territory previous to May 2nd, 1921.

Q. That is inclosed in the red pencil on the exhibits 11 and 12?

A. Within the lines shown in red.

Q. Was that territory continuous all the time that you were manager?

A. Yes sir.

Q. Handled by the plant here?

1608 A. Yes sir.

Q. How about immediately after it was taken over by Swift & Company in July 1917, do you remember—were you in charge then?

A. I was not in charge, but I know from correspondence which I have handled in Chicago previous to that, if you want me to testify from that angle?

Q. Yes, that will be sufficient?

A. They took over this territory of which we are speaking from the branch houses on or about January 1st, 1918.

Q. 1918, then would you say from January 1st, 1918, up

until May 2nd, 1921, the Moultrie plant of Swift & Company, operating as a branch house covered this territory by salesmen, sold the products of Swift & Company?

A. That is a fact, except that Moultrie did not take over all of this momentarily, all at the same time; there was one territory, part of this Florida territory came in about a year later, part of this territory around Waycross, down in there, came in after I came to Moultrie.

Q. Now, then—

A. They constantly—there was a branch house there up until I came here.

Q. You mean at Waycross?

A. Yes sir.

Q. And the territory immediate surrounding—I mean the territory served by the Waycross branch was taken over

1609 by the Moultrie branch at that time?

A. Yes sir, the Moultrie plant.

Q. Did the salesmen during that time, of Swift & Company, carry the full Swift line of products?

A. Yes sir.

Q. About how many salesmen did you have during the period of time that you were operating out of Moultrie?

A. I believe the greatest number was twenty-five.

Q. Now, by a full line would you say that most of the products which are listed on S. & W. branch house list, Exhibit No. 197 and 198, were sold by the salesmen in that territory at that time?

A. Yes sir.

Q. You stated on the record that about ten million pounds of western products were shipped into this plant and distributed in this territory every year, as I understood you; yesterday an exhibit was presented by counsel for the respondent showing the tonnage purchased by years, 1918, 1919, 1920, of various kinds of meats, meat products, and other products handled through this plant during those years?

A. Yes sir.

Q. Referring to this exhibit, can you state the products covered by the miscellaneous item, give a description of the products covered by the item miscellaneous?

A. I know what it should cover, because I gave the

1610 instructions with reference to the making up of that report.

Q. What products would you say it covered?

A. I told them to visit under one heading all kinds of fresh or frozen meats.

Q. That is pork as well as beef products?

A. Yes sir. To list under another heading all other prepared meats, other than canned meats.

Q. That would include smoked and dry salt?

A. That would include smoked and dry salt and others, cooked and vinegar pickled, and all that, different kinds of meats other than fresh; I told them to prepare another item including all lard and shortenings; that would also include what we call cooking oils; all shortenings; I told them to throw under another heading any miscellaneous—all other outside products in which Swift deals, which was brought in from the outside.

Q. And those products, of course, would be the products covered in a general way on these price lists that I have in evidence here?

A. In a general way, yes sir, there might be something special that would not be shown there, from time to time.

Q. I notice that in 1918 the amount or quantity of outside purchases was considerably smaller than 1919 and 1920, especially 1920, would some of that difference be due to the fact that you did not have as much territory to cover by your salesmen during that year?

1611 A. That would, yes sir, that year.

Q. 1918?

A. Because after that date, after 1918, we took over this one remaining territory, which the plant had not handled up to that time.

Q. Do you recall the number of salesman you were operating in 1918?

A. No sir. The total tonnage of outside purchases of products for the period shown as 1918 covers sales only from January 1st to October 30th, 1919, and is also affected by the fact that the car route territory was not as large during this same period as it was during the subsequent years.

Q. Did your salesmen carry any other lines of meats besides Swift & Company's products during any of that period of time when they were calling on the trade? What I have in mind, did they carry any of the affiliated corporations, corporations affiliated with Swift & Company, such as the North Packing & Provision Company or John P. Squires?

A. Yes sir, we bought from possibly all of the Swift &

Company plants, and we bought some dry salt meat from the North Packing Company.

Q. Now, would that be included in this outside purchases by years, this statement?

A. Yes sir.

Q. So that a salesman, a Swift & Company salesman
1612 operating out of Moultrie plant, carried the same line of goods, the same lines of goods, that any other Swift & Company salesman operating out of the ordinary branch house, is that true?

A. Practically so, yes sir.

Q. Now, Mr. McDowell, do you have in mind an independent recollection or have you got records where you can quickly get to them to make some calculation of the total sales of all products by the Moultrie plant in this particular territory served by these route lines in Exhibits 11 and 12 during the years 1918, 1919, and 1920, as covered by this Exhibit No. 20?

A. I can answer clearly only on the fiscal year 1920, that was a tonnage of 11-1/2 million pounds. I would like to state here, too, for your information, that I had that statement before me shortly before I testified the other day, and that is how I came to make this mistake of saying that we were selling eight to ten million pounds every year of this western product, it was the total car line volume that mixed me up there; eleven and a half million pounds for the fiscal year 1920.

Q. Then that would leave something like two million pounds of the Moultrie products sold in that territory?

A. Yes sir.

Q. You have not any recollection in 1919?

A. No sir, I don't remember; I have seen it, but I cannot testify to it off hand; we could give it to you.

Q. Would it take very long to bring that down?
1613 A. It is already prepared.

Q. Oh, it is?

A. Yes sir.

Q. For the year 1919 also?

A. Yes sir.

Q. Well, I should like to have that if you could get it without too much trouble, I would like to have it to go in the record to show the comparison of the amount, the volume?

A. I am sure it is out there, already compiled, we can put out hands right on it.

Q. Do you recall how many branch house territories were pared to make up this Moultrie territory, covered by the Moultrie car lines and salesmen in 1918?

A. I don't understand the question.

Q. From what branch house territories was the Moultrie plant territory made up in 1918?

A. Columbus, Georgia, Macon, Savannah, Augusta, Jacksonville, Pensacola, Waycross.

Q. That is, Waycross was taken over?

A. We did not take their territory from them until early in 1919.

Q. Do you know what branch house served this territory at Moultrie Packing Company?

A. Only know from what people have told me since I came here.

1614 Q. Well, it was one of these branches that you have named, it was either Columbus or Macon, was it not?

A. It was both.

Q. I believe you testified, Mr. McDowell, that the usual spread between the Chicago market price of live hogs and the market price paid at Moultrie for the same grade of hogs, by Swift & Company, was from one to two cents?

A. Yes sir.

Q. Now, is that an average figure that you have in mind?

A. Yes sir.

Q. I suppose there are times when the spread is more than that, is there not?

A. It might be for—on small purchases, and for a short length of time, but it does not amount to anything.

Q. How about the period of time when what they call the rush season was on, the 1st of November until the 1st of February, when most of the hogs come in here, is that a wider spread at that time between the Chicago price and the Moultrie price than ordinarily?

A. That is the time, naturally, when the—that we buy hogs at that maximum of the average to which I testified, although our average purchase price of hogs, as compared with the Chicago or western market, does not fluctuate to any material extent at any time during the year.

Q. What is the differential right now?

1615 A. About two cents.

Q. I believe you stated yesterday upon direct examination that this plant secured its hogs principally from what is known as shippers?

A. Yes sir.

Q. Through the hog raising territory, and approximately seventy per cent of the hogs killed in this territory were bought in that way, is that correct?

A. I don't know whether I said seventy per cent or not; If I did, I should have said more, I think ninety to ninety-five per cent of them reach Moultrie through these live stock shippers, carload shippers.

Q. How are those bought, how do those shippers buy them, if you know?

A. They buy them in small lots from individual farmers until they accumulate a carload lot, and then they offer them to the packers.

Q. Do you recall the names of some of the principal shippers of live stock, or hog shippers from whom you bought hogs in the last two or three years?

A. I can name some of them.

Q. I wish you would name a few of the larger ones?

A. W. W. Wade of Quitman.

Q. Where is he located?

A. Quitman, Georgia. Hall Commission Company, 1616 Sparks, Georgia. Gibbs, Tifton, Pless & Miller, Cordele, Harper Brothers, Albany; Voldosta Stock Yards Company, Valdosta, Robins & Reynolds, Donaldsonville, Metcalf, Camilla; I forget his initials; Metcalf Live Stock Company, Camilla; Chapman, Bereick, Georgia; Perkins, Bainbridge, Georgia; there are a great many others, sixty or sixty-five others, that I do not recall at the moment. Those are the ones who shipped to Moultrie regularly.

Q. By shipping to Moultrie do you mean to the plant here?

A. Either direct to Swift & Company or to the—since November, 1920, through the Commission firms in the stock yards.

Q. Now, of course these shippers bought for others than the Moultrie Packing Company during the time, say for the last two or three years?

A. Yes sir.

Q. Do you know anything about what other markets they had for their live stock besides the Moultrie Packing Company?

A. Yes sir.

Q. What markets would you say they shipped to?

A. These people shipped to White Provision Company,

Atlanta; Armour & Company, Jacksonville; the commission firms on the Montgomery stock yards, and the commission firms on the New Orleans stock yards; the Birmingham Packing Company, Birmingham, and the packing plant at Buford, South Carolina, Orangeburg, South Carolina, two packing plants in Savannah, Georgia, three small packing
1617 plants in Jacksonville, Florida; the Davis Packing Company, Mobile, the Chipley Packing Company, Chipley, Florida, the packing plant at Waynesboro, South Carolina, Statesboro, Georgia; that is about all.

Q. That would be during the time that those local plants were running, that would be 1918, 1919, and say 1920?

A. All of the plants which I have just mentioned operated during the past twelve months, with the exception of the Chipley Packing Company, Chipley, Florida, and bought live stock continuously in our so-called territory.

Q. How about the Statesboro plant, hasnt that been closed down more than a year?

A. Yes sir, but it reopened last fall; Mr. Brooks testified to that fact.

Q. When did the Tifton plant close down?

A. The Tifton plant closed down in the spring of 1920.

Q. And the Waycross, when did that close down?

A. Before I came here.

Q. As a matter of fact, didnt some of these shippers ship quite a few hogs to Cuba within the last year?

A. Yes, sir, that I forgot; Harper Brothers this last season shipped nearly all their live stock on Cuban orders; we got some of it; wheenver they did not have a Cuban order, we got it all. That is, they told us they were letting us have it all, or the stock yards company, I mean; that was true of Robinson & Reynolds at Donaldson; they were recog-
1618 nized Cuban shippers this last season; they shipped to Williamson & Dennis at Jacksonville; they are the biggest Cuban operators in this section.

Q. How about Fred Wolf, is he known as a buyer and shipper in this territory?

A. Yes sir.

Q. Cuban buyer?

A. Yes sir.

Q. As a matter of fact, the shippers who were shipping to Cuba were considerable factors in this territory last year, were they not?

A. They were somewhat of a factor this last season than

before, because of the less available total supply; they got a larger percentage of the total supply this last season, this last twelve months, than before.

Q. Didnt some of these shippers that you named ship to commission firms in St. Louis, Louisville, Kentucky, Nashville, Tennessee, Baltimore, Maryland, Richmond, Virginia?

A. I cannot answer that question definitely, although I never heard of any of these shippers with whom we have done business ever making shipments of hogs to Louisville or St. Louis; I have heard of their—very slight shipments being made from this territory to Richmond, and Cincinnati and Louisville, none to Nashville. I meant Nashville when I said Louisville there.

Q. If Swift & Company could have paid as much or more than was paid by the shippers who shipped to Cuba
1619 during the past year, could they have come nearer operating up to capacity at the Moultrie plant than they have?

A. If we had bought all of the hogs that I think went to the Cuban market from our territory, in addition to what we did buy, we would have operated this plant during the killing season up to about fifty per cent of its capacity. Cuba is not a big factor, from all the information I have they never bought more than four thousand hogs a month, and it is usually between one and two thousand hogs a month; it is ont a big factor.

Q. How many carloads would that make?

A. Ordinarily in this market they ship sixty hogs per car.

By Mr. Horton: Q. Packer hogs?

A. Packer hogs, that is what Cuba takes, mostly.

By Mr. Haycraft: Q. By the way, what railroads bring these hogs into Moultrie, what railroads serve the Moultrie market here?

A. The Georgia & Florida Railway, the Georgia Northern Railway, the V. M. & W. Railroad, the A. B. & A. The V. M. & W. is now out of business.

Q. Since you have been operating this plant, havent you found that there is always a scarcity of hogs in the summer time?

A. Yes sir.

Q. That is, I mean by that, a scarcity of hogs ready for market?

A. Yes sir.

1620 Q. That is one of the problems that you have to overcome here is the encouragement and education of the farmers to produce more hogs for the summer market, isnt it?

A. Yes sir.

Q. That is, more packer hogs?

A, To develop an all year round, adequate supply.

Q. And that of course will work a two-fold purpose, that is, it will assist you in operating up to capacity, and overcome the large overhead expense that you have to pay, whether you kill hogs or not, is it not?

A. Yes sir, that would be one of the objects attained.

By Mr. Horton: Q. Also benefit, the farmers, too, would it not?

A. The main object of our propoganda in that respect would be to stabilize the hog raising proposition in the south, we feeling that the hog producer here would not stay in the hog business permanently unless he did adopt all year round marketing methods, because he would not run the chances of making money on his hogs if he sold the biggest percentage of them on the low winter market.

By Mr. Haycraft: Q. Of course, I am trying to find out what benefits, if any, would come to Swift & Company as the result of an all year round market or an increased production of hogs in this territory. There has been consid-

1621 erable testimony along the lines you have suggested here, but I am trying to find out if there would not be some ultimate benefit, at least, to the packer in this territory under those conditions.

Mr. Horton: Probably on the theory, Mr. McDowell, that you will be disgraced if you attempt to show that you tried to benefit yourself.

Mr. Haycraft: Not at all. I am trying to get the facts, whether or not it would be a benefit; I want to see, from the packers' standpoint, just what the result would be, the effect would be of an increased production of hogs in this territory in the winter time or all the year round.

A. We are very candid in telling the producer always, when we try to show him the benefits to him of marketing his hogs throughout the year, that we will also benefit, and we explain to this farmer in detail how we will benefit; we admit we will be benefited.

Q. Let's see how you will be benefited, the packer?

A. We tell the farmer that while the hogs we buy from

him in the so called summer time will cost us a great deal more money than if purchased in the winter, that we will save money by producing this product in the summer instead of in the winter and having to carry it from six to ten months before we can sell it; we save interest charges; we tell him that if we can kill about the same quantity the year around, we can maintain a well balanced organization, and that
1622 is a saving for this plant; we can save on operating costs by keeping our killing up to a large number rather than a small number; for instance it costs us just as much to kill a hundred hogs as relating to certain forms of expense as it would to kill five hundred.

Q. Now, I believe you also testified here that you always encouraged the farmer, or rather always discouraged the farmer selling his pigs, young hogs?

A. Yes sir.

Q. Isnt one of the reasons that you discourage him from doing that that the shrinkage to the packer is more on a young smaller hog in proportion to the whole hog than it is on a large well-grown hog, was 220 pounds?

A. No sir, that was not the reason.

Q. How is that?

A. That was not the reason.

Q. That was not a reason, you say that is a reason, isnt that one of the reasons taken into consideration?

A. No sir, we dont take that into consideration to any extent, except in naming and setting the price that we will pay for a pig; we know they will shrink less, or yield less, and we price them accordingly; that is put behind us when we buy the pig; there is no loss after we buy the pig, because of that less yield on pigs than packers.

Q. How about the demand for such sized pigs, whole pigs in the southern market, dont you find that butchers like
1623 to buy a whole pig? and cut it up themselves?

A. There is a certain demand, but there is not demand enough, or was not demand enough through Swift's various outlets in the year 1919 and 1920 to sell the pigs which we killed as shipper pigs and dressed whole; we had to ship them outside of our territory, to the north, in order to get rid of them.

Q. Of course I suppose, Mr. McDowell, you do take into consideration the fact that there are some farmers who feed their pigs all the feed that they have on hand and they have

not money to buy more feed, and they are compelled to sell the pigs before they are thoroughly matured?

A. Yes, Mr. Haycraft, I was thoroughly conversant with the reason for the sale of these pigs; we have studied the situation and we know why. In practically every instance the reason the farmer wants to sell his pigs is that he sees his feed giving out, but against that argument on his part we ask him to prepare land for the next season with an adequate supply of feed, so that he wont be placed in that position, of sacrificing his young hogs.

Q. On the other hand, there are a number of farmers who have a surplus of feed, are there not?

A. Yes sir.

Q. And who can afford to buy these shipper pigs and put them on the farms and increase their size and sell them at a profit?

A. Yes sir.

1624 Q. Well, then, isnt it a pretty good transaction for the farmer who has not the feed to sell his hogs on the market, hoping that the farmer who has the feed may buy them?

A. That would be laudable, if he did it for that reason; we act as the intermediate agent in that transaction just as far as we can possibly find another buyer for these feeder pigs.

Q. As a matter of fact, quite a number of these commission firms that you have named, these shipper who buy these shipper pigs ship them to other territories, some in Tennessee, some up in the Carolinas, even the west, where they are finished, fattened on other products, corn products, fed corn and other products?

A. It is a fact, that is a fact, these commission men play the game, knowing that somebody could make a profit on these pigs. They try to keep them away from the slaughter houses, and that is a fact, I think, they buy and then sell those pigs back to producers and farmers somewhere to be finished.

Q. Yesterday counsel for the respondent introduced some pamphlets which I believe you testified were distributed?

A. Yes sir.

Q. Referring to Respondent's Exhibits No. 14 and 15, I will ask you whether or not those two pamphlets do not contain practically the same information on the inside?

A. They follow the same line of thought, yes sir, although the—

Q. Have practically the same cuts, and pictures?

A. Some of the same cuts? I have never noticed that.

1625 Q. What department of Swift & Company are they published by?

A. Animal feed department.

Q. What is that department, what does that department comprise, what does that cover?

A. That department looks after the sale of animal feeds which are manufactured by Swift & Company, and also is a recognized department for the handling of animal husbandy matters that come up in this country, in work with the farmers, to assist them in learning the live stock business, or bettering their live stock production, that department handles that.

Q. These pamphlets, however, contain descriptions and reasons for the use of various animal feeds manufactured by Swift & Company, do they not?

A. Yes sir.

Q. Would you say then that one of the reasons for the issuance of these pamphlets was to dessiminate information about Swift & Company's feeds that they have to sell to farmers in increasing their hog production?

A. Yes sir; that was one of the purposes.

Q. The first day you testified, Mr. McDowell, as I recall you explained the way in which the—in which you attempted to push the sale of the products manufactured by the Multrie plant; do you know of any amount of money that has been spent by Swift & Company in the advertisement of these southern products, southern brands?

1625½ A. No sir, I don't know how much.

Q. Do you know whether any money has been spent at all in the advertisement of the southern brands of products?

A. I could not tell you specifically; we frequently cooperate with dealers, where dealers run local adds or issue hand bills, we bear a portion of the expense; that is a trade condition or custom, advertisements of that nature are all that I know of where we have participated in sharing the expense.

Q. Advertising in the daily newspapers and magazines is the recognized method, is it not, of pushing and increasing the sales of any product?

A. Yes sir.

Q. I believe you testified yesterday that Swift & Company had no interest in the Moultrie stock yards?

A. Yes sir.

Q. By that do you mean that Swift & Company has not any interest whatever, one way or the other, in the yards, or did you mean that they do not own any stock?

A. I mean we do not own any stock in it, no part of the stock or physical assets.

Q. As a matter of fact you own the land upon which the buildings were built, you leased that land to the stock yards company have you not?

A. Yes sir; our only interest is in the money we receive for the lease of the land.

1626 Q. Do you have that lease here is is that in Chicago?

A. That is in Chicago, you would have to see it there; we completed it here, but forwarded it to them.

Q. You are quite sure of that, are you, Mr. McDowell?

A. Yes sir.

Mr. Haycraft: That is all.

Redirect Examination by Mr. Horton.

Q. Mr. McDowell, I believe you have testified you are manager of this plant down here?

A. Yes sir.

Q. What are you trying to do in regard to the operation of this plant?

A. Trying to make money; that is, operate the plant profitably.

Q. Now, are you concerned with selling the product of this plant?

A. Yes sir.

Q. Do you use your first effort to that, your strongest efforts?

A. Yes sir.

Q. Do you bring any products from the north that you can furnish from this plant, the north or west?

A. Yes sir.

Q. Now, explain that statement, please?

A. Explain about the product we bring in from the west?

Mr. Haycraft: Mr. Examiner, I ask that counsel be instructed not to lead his witness; I think the witness is

1627 perfectly capable of answering the questions without being led.

Mr. Horton: Read the question and the answer.

(Question and answer read.)

A. I did not understand the question; the proper answer for that question is we do not bring in from the outside anywhere products that are available from our local production.

Q. Now, what do you say as to the yield of the hogs that come from this territory as compared with the yield from the western hogs?

A. The yield of the hogs at this plant as compared with the average yield at the western plants is from three to six per cent less.

Q. Just what does that statement mean, please?

A. That means that the dressed weight of the hogs, of the carcass of the hog, after it has gone through the killing floor, before it is cut up, is from three to six per cent less than the percentage of the original live weight that the western hogs average.

Mr. Horton: That is all.

Recross Examination by Mr. Haycraft.

Q. Just to get my mind clear on why you carry—why you have such a large quantity of western products—why you sell such a large quantity of western products through this plant, and still do not bring in goods which you have here, I 1628 would like to ask you to explain, go into detail as to just how you handle western goods in connection with your Moultrie goods. When the salesman goes out to take orders does he take the orders for western meat at the same time he takes the orders for the Moultrie products?

A. Yes sir, but we dont have the same product from the west or the same average of a product in the form of western goods that we have available of local production. For instance, we bring in practically all of our Premium brand meats from the west, because we cannot produce this from the local hogs.

Q. You cannot produce them, you mean, in quantities sufficient to supply the demand?

A. Yes sir.

Q. How about the second grade, do you bring in the full line of western products, so that the customer who prefers western hard finished products to Moultrie soft finished products, you can supply that trade?

A. Yes sir, we do that where there is any demand.

Q. Dont you carry—didnt you carry when you were running these carlines here, a full line of Swift's products, so that whenever an order was sent in by a salesman for any Swift product, you could fill that order without sending to Chicago?

A. No sir, positively not.

Q. Well, how did you fill the order?

A. We classified our Dixie meats and Seminole hams as taking the place of the Western Empire brand, we never
1629 brought in any Empire hams to this plant, because we figured that the Dixie and Seminole would take the place with the dealers.

Q. Is that true of bacon?

A. Yes sir.

Q. Dry salt meats?

A. That is true, yes sir, of everything.

Q. How about fresh meats?

A. That is true of fresh meats, everything other than Premium, that grade of meat.

Q. Then as I understand you, if the customer in Moultrie or any place in this territory was called upon by one of your salesmen and wanted Empire ham, he could not buy it; he would have to take the Dixie ham or the Seminole, is that right?

A. He could not buy Empire ham, but he could buy Empire quality under the local brand, or practically Empire quality.

Q. That would be a local product, would it not?

A. Yes sir.

Q. Would not be corn-fed, hard ham?

A. No.

Q. He could buy Premium, however, you carried Premium in stock?

A. Yes sir.

Q. Well, supposing this merchant wanted to buy a hard loin, corn-fed loin, corn fed fresh ham, could you supply this demand, or would you make him take the Moultrie product?

A. We have hard loins produced at Moultrie suffi-
1630 cient to supply the demand for the—specific demand for a hard pork loin or the demand for a hard piece of meat of any other cut of the hog, fresh meat.

Q. That is, in the territory that we are talking about?

A. In this territory.

Q. Then you have had no occasion to import western pork loins?

A. Except where our own ran short of a certain average or at certain times during the season we would handle ninety per cent western loins, had none of our own, practically so; we simply brought in averages from the west that were not available here.

Q. Of course, that would have no reference to the line of products which were not produced here at any time, such as cheese or eggs, butter, things of that kind, or the canned meats. Of course you did import those, because they could not be produced at Moultrie?

A. We produced some. We buy a great deal of cheese and butter and eggs in the south; do not get it all from the west.

Q. I didnt know—where do you your cheese in the south?

A. At the present time we are getting it all from the Carolinas, dont get any from the west.

Q. That is not in the immediate territory here, however, you buy that through Chicago, or buy it direct?

A. No sir, buy it direct.

Q. Would that be included in that exhibit which was produced here, Exhibit No. 20, the cheese that you bought
1631 from the Carolinas among those miscellaneous products.

A. Yes sir.

Mr. Haycraft: That is all.

Examiner Sadler: Any other examination?

Redirect Examination by Mr. Horton.

Q. How many days a week can you run your plant right now, Mr. McDowell, July and August?

A. We actually operate to some extent, in some department, five days a week; there is one day that we close down, we have been able to this summer.

Q. How many days can you kill?

A. We only kill on an average of one day a week this last thirty days, sixty days, will continue that way, looks like for two or three months longer.

Q. Why is that?

A. Because the hogs—because of lack of supply of live stock; it takes a week to accumulate enough to warrant us in killing one day. We cannot kill hogs or cattle or hogs and cattle jointly until we kill enough to give us a tank of fat; it is a loss to render or cook less than a tankful of grease and

fat, so that we wait until we get a big enough kill to fill up one tank.

Q. Do you have to hold these hogs and cattle until you accumulate that one days' killing?

1632 Q. State whether or not that is an expense?

A. That is an expense in two ways, not only the feed which we give the live stock, but the live stock shrink during this holding period; the feed we give them does not cover the shrinkage.

Mr. Horton: That is all.

Mr. Haycraft: No further cross examination.

Examiner Sadler: The witness will be excused.

(Witness excused.)

1633 MR. C. H. WALLOW was thereupon called as a witness, and having been first duly sworn, testified in substance as follows (pp. 3611-3615, 3617-3619):

That he is the same Mr. Wallow who previously testified in this case at Chicago, Illinois; that he knew Mr. Sam Smith of Jacksonville, Fla.

A. At page 1416 of this record Mr. Smith testified as follows: "Question: Now, after this, did you continue to sell the Moultrie products?

"Answer: No sir; I did not; I quit right then.

"Question: Now, can you fix the date when you did quit?

"Answer: About the last of July, 1917?" Do you know anything about that, Mr. Wallow?

A. That is my understanding, he left us about the 25th, between the 25th and the 1st of August.

Q. Did he leave of his own free will and accord?

A. Yes, sir.

Q. Of his own volition.

Mr. Taylor: I object to that as calling for a conclusion of the witness.

A. Yes sir.

1634 (Witness withdrawn.

H. McDOWELL was thereupon recalled as a witness and having been previously duly sworn, testified as follows:

Redirect Examination by Mr. Haycraft.

Q. Mr. McDowell, were you able to produce that statement this morning that you referred to in your testimony, covering the total volume of sales in the territory supplied by the Moultrie plant, 1918, 1919, 1920?

A. Up to the present time I have not been able to produce the figures requested.

Q. In the form that they would correspond to the Exhibit No. 20?

A. Yes sir.

Q. Does the Chicago office have those figures?

A. They do.

Mr. Haycraft: Then I will not ask that you produce them this morning.

1638 Docket No. 453.

Andalusia, Alabama, July 25, 1921.

Met pursuant to adjournment from Pensacola, Florida, at 10 o'clock A. M. July 25, 1921.

Before:

Clarence T. Sadler, Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

Mr. Horton: Mr. Taylor, referring to the report made to the Federal Trade Commission of the Andalusia Packing Company, which is marked for identification "A-23, Witness Henderson," was all this offered in evidence?

Mr. Taylor: Pages four, five and seven were offered in evidence and marked. It is indicated by pencil you will notice at the bottom righthand corner of the pages. The balance was not offered.

Mr. Horton: Then I offer in evidence the balance of the report.

Mr. Haycraft: Also what is attached to it?

Mr. Horton: Let's see? (Examines same.) Yes, I offer the whole thing.

Mr. Taylor: I object to the offer, except insofar as it was already received in evidence, as it is irrelevant and immaterial to the issues, and second, because it is incompetent, being a self-serving declaration. It was only offered on behalf of the Commission as an admission against interest by
1639 the respondent.

Evaminer Sadler: The objection will be noted, and the schedule will be received in evidence subject to the objection and marked "Respondent's Exhibit No. 22."

Mr. Horton: I would like to ask if the Schedule A, the report made to the Federal Trade Commission by the Andalusia Packing Company, and marked for identification "A-22," has already been offered in evidence?

Mr. Taylor: It is already marked as an exhibit and received in evidence, is it not?

Mr. Horton: I will offer this exhibit as marked in evidence and any exceptions which may be will appear on the record at the time the offer was made and the exhibit received.

Examiner Sadler: Who will you have?

Mr. Horton: Mr. Mathews.

1640 R. W. MATHEWS, C. M. WILLIAMSON, and E. M. FAHEY were thereupon called as witnesses on behalf of respondent, and after being first duly sworn, testified in substance as follows (pp. 3668-3750; 3756-3762; 4043-4044, 4130):

Mathews—that he was at present the auditor and chief accountant for Swift & Company at Andalusia; Williamson and Fahey, that they were former auditors and bookkeepers at the same plant.

These witnesses produced, identified and authenticated the books of the company which showed the number of hogs killed by months at the Andalusia plant, the number of cattle killed by months at the Andalusia plant, and the financial results of the operation of the plant. The books were offered and received in evidence and permission was given to withdraw the said books and substitute an exhibit prepared by the witnesses, therefrom. Said Exhibits were received in evidence and marked "Respondent's Exhibits Nos. 23, 24 and 25" respectively.

Witness Fahey then produced, identified and authenticated books and records of the company which showed carload shipments of various packing house products to various points for the last half of the year 1917, all of the years 1918, 1919 and 1920, and the year 1921 up to July 21st by years. The books were offered and received in evidence and permission was given to withdraw the said books and substitute an exhibit prepared by the witness. The said exhibit was received in evidence and marked "Respondent's Exhibits No. 26."

1641 Witness Mathews produced, identified and authenticated the books of the company which show the amount of money invested in lands, building and machinery on July 24, 1917, also investments in lands, buildings and machinery on July 2, 1921. The books and the contents thereof were further identified by witnesses Fahey and Williamson. Books were offered and received in evidence and permission was given to withdraw the books and substitute an exhibit prepared by the witness showing investment on July 24, 1917 and also the investment on July 2, 1921. Said exhibit was received in evidence and marked "Respondent's Exhibit No. 27."

Witness Fahey then produced, identified and authenticated books and records which show the number of hogs slaughtered by the Andalusia Packing Company by months and also the average live cost of the hogs by months. The books were then offered and permission was given to withdraw the books and substitute an exhibit prepared by the witness. Said exhibit was received in evidence and marked "Respondent's Exhibit No. 28."

Witness Fahey then produced, identified and authenticated books and records of the company which showed the number of hogs purchased by months from August, 1917 down to May 1921, and also the average live cost per hundred pounds. The books were offered and received in evidence and permission was given to withdraw the books and substitute an exhibit prepared by the witness which said Exhibit was received in evidence and marked "Respondent's Exhibit No. 29."

1642 Witness Fahey then produced, identified and authenticated books and records of the company which show the carload shipments and destination by years of products shipped from the Andalusia plant beginning July 30, 1917 and down to July 25, 1921. Books and records were offered and received in evidence and permission was given to with-

draw the books and substitute an exhibit prepared by the witness, which said exhibit was received in evidence marked "Respondent's Exhibit No. 30."

1643 H. H. McKEE was thereupon called as a witness, and being duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. What is your name?
A. H. H. McKee.
Q. Where do you live; at Andalusia?
A. Yes, sir.
Q. What is your occupation?
A. Superintendent and acting manager when Mr. Thweatt is away.
Q. Of this plant?
A. Yes, sir.
Q. How long have you been at this plant?
A. I have been at this plant since March, 1918.
Q. In the same capacity?
A. Yes, sir.
Q. How long have you been in the livestock business—I mean, in the packing business?
A. Twenty years, since 1900.
Q. We have just produced an exhibit here, referring to Respondent's Exhibit No. 28, which shows the number of hogs purchased by the Andalusia Packing Company, and the average live cost per hundred pounds, from October, 1916, to July, 1917. We have also produced an exhibit which is not yet identified,—
Mr. Horton: I will ask to have it marked for identification.
1644 Examiner Sadler: It will be marked "Respondent's Exhibit B-18" for identification.
(Thereupon the exhibit was marked "Respondent's Exhibit B-18" for identification.)
Q. (Continuing)—which is now marked "Respondent's Exhibit B-18" for identification, which shows, instead of the number of hogs purchased, the number of hogs slaughtered from August, 1917, to May, 1921. Now, is there any difference, so far as the exhibits are concerned, for the purpose of

showing what the average live cost is, between the number of head purchased and the number of head slaughtered?

Mr. Taylor: I object—

A. Absolutely not.

Mr. Taylor: I object on the ground it is not a proper subject for expert evidence, and I move to strike out the answer which was made while I was making the objection.

Examiner Sadler: The objection and motion to strike will be noted.

Q. Why not?

A. Simply because all the hogs entering the plant,—with the exception our records show, starting April, 1920, and ending the last part of October, 1920,—all hogs entering the plant were slaughtered at this plant.

Q. When were they slaughtered in reference to the time they were bought?

1645 A. The records show we held no hogs longer than seven days at a maximum.

Q. What is the usual practice about slaughtering with reference to the time they were bought?

A. Forty-eight hours after received.

Q. Within forty-eight hours after received?

A. Yes, sir.

Q. As a matter of practice in what length of time do you slaughter them?

A. I work on the basis of slaughtering the hogs at this plant after being unloaded at our yards.

Q. Calling your attention to Respondent's Exhibit B-18 for identification, for the months of August, September, October, and November, 1920, and I will ask you whether or not you purchased more hogs than that during those months?

A. Yes, sir.

Q. What did you do with them?

A. Shipped to Swift & Company at Moultrie.

Q. Why was that?

A. On account of there being an insufficient number to operate the killing gang at this plant.

Q. Whether or not that is all the available supply of hogs there was at that time?

A. That is all we could buy at the market prices.

Mr. Horton: That is all.

1646 *Cross-Examination by Mr. Taylor.*

Q. Aside from the cases you have spoken of, has this plant slaughtered all the hogs it has bought?

A. With the exception possibly of what might die in the yards, which the records would show.

Q. Which would be included in the purchased list and not in the killed list?

A. It would be—yes, that is right.

Q. Now, when did you come to this plant?

A. March 18, 1918.

Q. These questions were asked for the purpose of comparing the statement to a period from October, 1916, to July 1917, with the succeeding period. Now, you would not attempt to state what was done here during the years 1916, and 1917, down to the time you came here, would you?

Mr. Horton: I beg your pardon; that question was not asked the witness.

A. I have not answered such a question.

Q. Will you please answer the one I just asked you?

A. Only what I learned from the records.

Mr. Taylor: Now, Mr. Examiner, I object to the offer and also to the exhibit; the exhibit does not purport to be a list of hogs purchased, a list of the hogs killed, as the exhibits offered show purchases, the exhibit No. 28, with which
1647 it is sought to be compared, or rather, it is sought to compare the statement, which is offered, shows the hogs purchased, and not the hogs killed, and therefore, it cannot be properly compared with the exhibit now offered.

Mr. Horton: Mr. Examiner, due to the violently technical objection of counsel for the Commission, we will endeavor to prepare an exhibit which will be exactly competent.

Examiner Sadler: The ruling on this exhibit will be reserved.

Mr. Taylor: Is this withdrawn?

Mr. Horton: Not by any means.

Mr. Taylor: If you will get a copy of Exhibit 28.

Mr. Horton: Yes, I will get you a copy.

Examiner Sadler: Adjournment will be taken until nine o'clock tomorrow morning.

(Thereupon adjournment was taken until nine o'clock A. M. Wednesday, July 27, 1921.)

1648 Docket No. 453.

Andalusia, Alabama, July 27th, 1921.

Met pursuant to adjournment, at one-thirty P. M.

Before:

Clarence T. Sadler, Examiner.

Appearances:

Messrs. A. N. Taylor and E. F. Haycraft, care of Federal Trade Commission, Washington, D. C., appearing for the Federal Trade Commission.

Mr. Frank L. Horton, care of Swift & Company, Chicago, Illinois, Mr. J. Morgan Prestwood, Andalusia, Alabama, and Messrs. Albritton & Albritton, Andalusia, Alabama, appearing for the respondent.

Examiner Sadler: The hearing will come to order.

Mr. Prestwood: As I understood your honor, in an informal way, with reference to what your ruling would be in reference to our appearance here, we want to state at this time that we desire the privilege of appearing separately, representing the Chamber of Commerce, and according to our petition, we offer to appear in that capacity, and to give this evidence that we are about to offer; we desire to appear for the Chamber of Commerce and the individuals who signed the petition for intervention.

Examiner Sadler: I will say that pursuant to the authority I have from the Commission, the privilege will be extended to the Andalusia Chamber of Commerce to
1649 have its attorneys, Messrs. J. Morgan Prestwood and Albritton & Albritton, as attorneys associated with the Respondent Swift & Company, to examine witnesses and adduce such evidence as they may desire relative to the alleged suppression of competition at Andalusia but not to go into conditions elsewhere.

Mr. Prestwood: Now, I understood, Your Honor, when I made the offer that that would be your Honor's ruling. We want to appear, not as associates with Swift & Company, but as counsel representing the Andalusia Chamber of Commerce, and the people who signed the petition we have here, for the purpose of offering our side of the matter.

Mr. Taylor: Mr. Examiner, as I understand the practice in such a case, any intervention must be passed upon by the Commission, and the request made by counsel amounts

practically to a desire to intervene, or rather a request to intervene, and in view of the authority and instructions received from the Commission, I submit that the Examiner is powerless to go further than he has already done in the announcement just made.

Examiner Sadler: I will state that I will have to abide by my instructions from the Commission.

Mr. Prestwood: I am stating this to the court because we want a ruling upon that.

Examiner Sadler: Then I will have to abide by the instructions which I received from the Commission, which would be my ruling.

Mr. Prestwood: Then you refuse to allow us to ap-
1650 pear in that way?

Examiner Sadler: Yes, sir.

Mr. Prestwood: So of course we desire to note an exception to that, Your Honor, to Your Honor's ruling in that respect.

Now as I understand, you will hold that we cannot offer any testimony at all unless we offer it as associate counsel with Swift & Company's attorney?

Examiner Sadler: Under the instructions which I have received, I would say yes.

Mr. Prestwood: We want to enter a protest and just get a ruling on that, Your Honor, and to note an exception along that line.

Examiner Sadler: Well, I will have to stand by my ruling; my original ruling.

Mr. Prestwood: Now, without waiving any right that we may have by virtue of the filing of our petition separately, for a separate intervention, we will go into an agreement with reference to taking the testimony.

We wish to state further as a matter of fact, that we do not represent Swift & Company, nor have we ever represented Swift & Company, but we are appearing here solely as representatives of the Andalusia Chamber of Commerce, and the other individuals signing the petition asking for intervention. Now, will you dictate that with reference to the testimony?

Mr. Taylor: With regard to your appearance, Mr.
1651 Prestwood, I would like to have it clearly understood on the record whether you are appearing here as associate counsel, or whether you are appearing here as attorneys for the Chamber of Commerce, and exercising the same

rights that you would, had the petition for intervention been granted.

Mr. Prestwood: Well, I thought that I made myself clear just then, according to the true facts as we have stated them, but that has been denied us, and we have entered a protest against the ruling; and now without waiving our rights along that line, we want to offer our evidence, if we can do it, through, or as associate counsel of, Swift & Company.

Mr. Taylor: You are willing to appear as associate counsel of Swift & Company and to examine the witnesses in that capacity and not as counsel for the Chamber of Commerce?

Mr. Prestwood: We have to do it. No, sir, we are not willing but we have just got to do it, and I do it, Mr. Taylor, if you will pardon me, in order not to lose our rights to make the objections later on.

Mr. Taylor: Yes, and there is no desire to allow you to lose any rights which you may have, but on the other hand, I think the record should be perfectly clear as to what is actually happening.

With reference to the proposed stipulation as to the testimony, I suggest that you state the proposition on the record about as you stated it to me, and I think we can readily agree to it.

1652 Mr. Prestwood: It is agreed by counsel for the Commission and counsel for the Respondent that objections and exceptions may be taken and noted on the testimony introduced at this hearing at any time before final submission of this case to the Federal Trade Commission, the said objections and exceptions to be considered by said Commission as if seasonably made at the time said testimony was offered. Is that all right?

Mr. Taylor: I think it is perfectly clear, and entirely agreeable to counsel for the Commission, it being understood that it applies to any part of any testimony of any of these witnesses.

Mr. Prestwood: Your Honor will let me make a brief statement to you with reference to our procedure?

Examiner Sadler: Go ahead, yes, sir; this privilege will be allowed.

Mr. Prestwood: We understand that the purpose of the organization of the Federal Trade Commission and the power that it is given to function, is done in the interest of the peo-

ple, and to prohibit and curb unfair competition, in order that the people may have a square deal in a commercial way. Now, we know, whether we can make it plain to the Commission hereafter or not, that it is a matter of universal knowledge throughout this whole section of the country in-
cluded in this county and the surrounding counties and
1653 in West Florida, that they are well pleased with the
fact that Swift & Company purchased the plant of the Andalusia Packing Company, and that by reason of that purchase greater facilities and greater advantages have been given to this community and to the surrounding territory than had been theretofore or than could have been done by the local concern. We know that if it were possible to interview every citizen in this whole section of the country they would be of one accord in desiring Swift & Company to be permitted to carry on their business of the packing industry at Andalusia just as they have done heretofore; and if it be that this Commission is working in the interest of the people,—and I presume that would mean the people of the section and the surrounding territory where the plant is located, and where the matter of the investigation, or rather, where the matter of the complaint is being investigated—would all be concerned—all those people would be concerned; I am sure that we can show to you and to the Commission that there is nothing about the situation but gratitude on the part of the entire country that we were able to get the service of a concern who would build up and develop the industry. And if we can,—and we say we think we can show that, that there is absolutely no unfair methods used on the part of Swift & Company after the purchase of the plant, but on the contrary, we were more anxious to sell than they were to buy. And even during the time we did operate the
Andalusia Packing Company, neither Swift & Company
1654 nor any of the larger packers used any unfair methods
with us, but on the other hand were the best buyers we had possibly. We sold most of our stuff to the big packers during the time we did operate the plant.

We are anxious for your honor to take this testimony and to be as patient as you can and as liberal as you can, because we are interested; as people here, we have an industry and it is in its infancy, and it has been the beginning of the making of this a great section of the state. We want an opportunity to write it in this record of our universal ap-

proval of the methods used by Swift & Company in the purchase of the plant and in its operation since the purchase.

Just one other thought that is suggested, and that is in the event the Commission should decide unfavorably to Swift & Company and should make the order that it can make under the statute, we firmly believe that it would mean the closing of this plant, because nobody else could buy it, unless it was another big packer, and if it should be closed, Your Honor, it would absolutely ruin this section of the country and West Florida, along the lines that I have just stated to you of the industry, the live stock industry. It is the only market we have, and we have, by virtue of its establishment gotten away from relying absolutely on the cotton industry. I think that is all.

Mr. Taylor: I would like to ask, Mr. Examiner, what counsel meant by the last statement, that the only place to
1655 sell live stock in the community was Swift & Company.

Mr. Prestwood: No, sir, I did not mean to make that statement. We will show altogether otherwise. That was developed the industry and developed the raising of stock because it was the first market that we had. I will say this, in answer to that, that this is really the only market for the one or two hog man, selling one or two hogs at one time. As to the carload lots, that is altogether different. Now we will take Mr. Dugger.

OSCAR M. DUGGER was thereupon called as a witness and being duly sworn, testified as follows:

By Mr. Prestwood: Q. What is your name?
A. Oscar M. Dugger.
Q. Where do you live, Mr. Dugger?
A. I live in Andalusia.
Q. How long have you lived here?
A. Since February, 1916.
Q. What is your business?
A. I am an editor and publisher of newspapers, two newspapers.
Q. What newspapers?
A. The Andalusia Star, and the Opp Messenger.
Q. Are you connected in any way with the Andalusia Chamber of Commerce?

A. I am.

1656 Q. In what capacity?

A. I am a director and president of the organization.

Q. Mr. Dugger, approximately how many members comprise the Andalusia Chamber of Commerce?

A. Approximately three hundred memberships; probably two hundred and seventy-five or three hundred memberships now, organization memberships; I mean by that, there are two memberships; a business membership at twenty-five dollars, and an individual membership at twelve dollars.

Q. I mean how many people?

A. There are not as many people as memberships. Some people have multiple memberships.

Q. Is there a couple of hundred or more?

A. I think there are two hundred members or more.

Q. What territory does that membership embrace?

A. That territory embraces Andalusia and then some memberships over the county, but the memberships are held largely in Andalusia, of course.

Q. And some over the county?

A. Yes, sir.

Q. Are there any outside of the county?

A. I am not quite sure, at this time; there have been some, but at this time I have not investigated to see whether there are any outside of the county but there have been some since the organization.

1657 Q. Do you know whether or not a great many of the people who are members of the Andalusia Chamber of Commerce were also stockholders in the Andalusia Packing Company?

A. Quite a few of them, yes, sir, were stockholders in the Andalusia Packing Company before it was sold to Swift & Company.

Q. That is what I mean?

A. Yes.

Q. Now, what are the purposes of the Andalusia Chamber of Commerce?

A. The purposes of the Andalusia Chamber of Commerce as I understand are those purposes common to all Chambers of Commerce. It has for its object the development of the territory of which Andalusia is the center, and in a more definite sense it would have to do, of course with the civic conditions, with reference to improving the civic conditions

of the community, and have to do with commercial development, and in the promotion of things tending to do that, and particularly in the farming, agricultural, and live stock industry, and concerning itself with those things which provide a market, because a market is one of the essentials which you have to have in the industry; you have to have a market for them.

Q. In fact, to encourage and to create better markets along all lines of industry?

A. To encourage and create better markets along all
1658 of industry, which would have to do with the transportation and highways; in other words, everything pertaining to community development, the Chamber of Commerce is an organization giving expression to everything pertaining to community development and the community idea along these lines.

Q. Now, were you here when the Andalusia Packing Company began to operate?

A. I was, but I came here before the plant was completed.

Q. And you have been here continuously since?

A. I have.

Q. Now, during the time you have been here, you have been engaged in the newspaper business?

A. Yes, sir.

Q. You kept up, did you, with the market conditions existing at the time the Andalusia Packing Company began to operate, and right on down until now?

A. As much so as a newspaper would I think.

Q. Well now, from your knowledge of the market conditions, that is, what was usually paid for live stock during the time the Andalusia Packing Company was in operation, and since Swift & Company purchased said plant here, in your judgment which has been the better?

A. Well, I would unhesitatingly say it has been better under the management of Swift & Company. I might give the reasons.

Q. Tell me why; yes, why?

1659 A. It was my understanding that at the time the plant was organized that there was at that time no definite market in this territory for live stock. In other words, when the plant was organized it was the purpose to have some market all the time, which would be a reasonable market, and that market as I understood was not based upon

any Chicago, or St. Louis or New York market, but it was an arbitrary market which was fixed so that the farmers would feel like they could produce hogs and sell them at the prices the packing plant would give.

Q. That was under the Andalusia Packing Company?

A. Yes, that was under the Andalusia Packing Company, and after Swift & Company took the plant over it has been my understanding that the prices paid by them for hogs has been governed by the general hog market, and since that they have paid prices in keeping with the prices paid elsewhere, and that there was not an arbitrary price, but a price made in keeping with that elsewhere. I will state, however, that the prices here have been somewhat under the prices paid at other points for the reason that this is a soft hog territory, and soft hog prices are always,—there has always been some margin between the soft hog and hard hog prices.

Q. I will ask you if you have not printed all along the market prices, Swift & Company's market prices, and if you have not compared them with the trade centers markets, such as Chicago all along?

1660 A. Well, I could say yes. I could not say that I printed it all along. For sometime, I don't know for how long a period, without consulting the record, and then I could say definitely about it, but for sometime, probably a year or more and maybe two years we have carried the market, I mean regularly, in the Andalusia Star, twice a week, you know, giving the market of that day, the prices obtained that day. I did not make a point of it to take that price and compare it with the prices which came out in the daily papers, but occasionally I did it; in other words, I would keep posted so as to know the prices were in keeping with the foreign markets, barring the reduction I referred to, that the soft hog prices were different.

Q. That was on grade?

A. Yes, that was on grade.

Q. I will ask you if you have not kept correspondents to the newspapers throughout this county and section since you have been running the newspapers?

A. Yes.

Q. That has been before the completion of the plant by the Andalusia Packing Company?

A. Yes.

Q. And during the time of its sale to Swift & Company?

A. Yes, sir.

Q. I will ask you if you have come in contact as a public man, and as a newspaper man, with your correspond-
1661 ents, and if you received any information, or did you receive any along about the time of the purchase and since then by Swift & Company of this plant, with reference to any dissatisfaction at all among the people of the section and among the stockholders?

A. I never have.

Q. And on the other hand, what was the sentiment?

A. As I would assess that sentiment it was unanimous that the change was beneficial, for this reason, that it was taken over by a concern that was able to finance it, and in such measures that would provide a market for all live stock that the farmers of this section could produce, whereas, the capital before was limited, and the amount that it would consume would necessarily be circumscribed; and that fact was sufficient to give a wonderful impetus to the growth and the raising of hogs in this territory.

Q. And cattle?

A. And cattle, hogs and cattle in this territory, yes.

Q. Well, right after the purchase by Swift & Company, of your own knowledge did they make any improvements?

A. They did.

Q. To what extent; that is, were they great improvements; great improvements in the plant and the facilities?

A. Yes, sir, there was a very marked improvement, and a very marked increase in the number of persons employed to take care of it.

1662 Q. And the facilities for handling the live stock?

A. Yes, sir.

Q. In this section, I mean, here at this plant, they were greatly increased?

A. Yes, sir.

Q. Now I will ask you this question; from your observation and your knowledge of conditions after Swift & Company purchased the plant, was there any tendency to suppress competition in the buying and selling of live stock or even the finished product; was there any suppression of competition?

A. No.

Q. Or on the other hand, did it make competition keener after Swift & Company took it over?

A. So far as my knowledge goes it gave impetus, for instance, I could probably site an instance, I remember that

after they had taken over the plant a Kansas City, I believe a Kansas City concern had their buyer here for the whole winter and fall season and kept hogs on the road between here and Opp, coralled there, that is, he kept them there and shipped them at his leisure; in other words, after it was advertised that they had brought their methods into the hog and cattle business here it served as an impetus to bring in more buyers.

Q. It served as an impetus to bring in more buyers?

A. Yes, sir.

Q. And has that been the history of conditions since
1663 Swift & Company obtained control of the plant?

A. Absolutely, and the sales have been increased in the various county sites around, they had sales, which was something we never heard of prior to their coming here and establishing markets for hogs and cattle all over the section. And the buyers came here, and have been attracted here, and it has improved cattle and hog conditions in the quality also.

Q. Mr. Dugger, this section of the country, in its development is really in its infancy, is it not?

A. I should think so. It is more husky then it was when I came here, but it is still in its infancy, so far as its development is concerned.

Q. The territory covered by the timber and after the timber has been gradually removed, that land is being put into a state of cultivation?

A. It is.

Q. What would you say as to the probably length of time it will take for this country to really develop into a stock raising country; what length of time would you say?

A. Well, that would depend upon conditions; conditions being normal, or if the present conditions are permitted to obtain, and we get our from under this era of depression, and then take up the gait we had been going for the past five years, I should think in a few years more, or a decade perhaps,
this country would show a development two or three
1664 times as great as it is at the present time.

Q. Now, in your judgment, will it do that if the plant should cease its operation?

A. I could conceive of nothing that would be a greater drawback to this whole section, than the putting out of commission of the Andalusia Packing Company, for the reason, that in my judgment, nothing has ever happened to this sec-

tion, which gave to the people confidence in this section, and in the future, as the coming to this section of Swift & Company, for the reason that the average man in all this section has regarded that as a corporation that was managed by shrewd business men who make decisions only after thorough investigation, and that they would not have considered coming here, had it not been for the fact that they saw in this section a potential development that exceeded that of any other undeveloped section. Now, not only the direct effect that their coming had, and in fact they have given a wonderful impetus to hog and cattle industry; but the confidence that their coming has inspired was such as to give this section a new impetus. Now then the dismantling and putting out of business of the packing plant and their withdrawing from this section would not only result in discouragement to every person in the live stock industry, but it would also dishearten the people in other lines of business development, and in my judgment it would be a blow, as I said, equal to the worse panic which could come over a section.

1665 Q. Mr. Dugger, Swift & Company has had this plant how long?

A. I believe—let's see, 1917. My recollection is they have had it since 1917. Isn't that right?

Q. About four years?

A. About four years, yes.

Q. Well, with their experience in the operation of this plant and their familiarity with this section of the country, on account of that four years of experience, in your judgment could any other packer, or any other association of people operate the plant with as much benefit to the general public in your judgment as could Swift & Company, on account of this experience?

A. Oh, certainly not. That would be out of the question. They would have to learn it; take it and learn what these people already know; that is, regarding local conditions, and handling the people, and all like that, as you have to learn the territory.

Q. I will ask you this; since Swift & Company has had control of this plant, whether or not they have carried on an educational campaign informing the farmers as to the development of the live stock industry, throughout this section of the country?

A. They certainly have.

Q. Have they an experiment station at their plant?
A. Yes, an experimental farm.
Q. Issuing their bulletins and encouraging this in-
1666 dustry throughout the entire section of the country?
A. Not only that, but at every public meeting in the whole of South Alabama, in the whole South Alabama section, wherever an opportunity presents itself, some representative would be there to explain to them about these things that they had found out with regard to the production of hogs and cattle, for this section.
Q. All right. If Swift & Company had to dispose of their stock what would be the result in your judgment, the stock of this plant, what would be your judgment as a business man, and a man acquainted with conditions here?
A. I think my judgment would be the judgment of every other business man in this section, and that would be that if that plant is ever operated, it would be operated by Swift & Company, and if they are turned out it would mean the denuding of the plant. I don't think anybody else could take it.
Mr. Prestwood: All right.

Cross-Examination by Mr. Taylor.

Q. I want to se if I understand you correctly, that the chief benefit of this industry coming to this community, through the purchase of the stock of this plant by Swift & Company, is by reason of the stabliizing or increasing, or whatever it may be, of the selling of hogs of the farmers throughout this community and the furnishing of a
1667 ready market for them; is that what you testify?
A. Repeat the question, please.
Mr. Taylor: Read the question.
(The question read by the reporter.)
A. Yes.
Q. Now, this great benefit you have described in such glowing terms represents in your mind, how much increase in the slaughtering of hogs in this community over the amount previously slaughtered by the old Andalusia Packing Company, when the stock was owned by the citizens of Andalusia?
A. My statement in the case was in no sense based upon the number of hogs slaughtered at any particular time, by Swift & Company, but upon the knowledge that the coming

of Swift & Company increased the purchase by the local plant of hogs and cattle, and also increased the production in this territory of hogs and cattle, some of which were sold to other concerns.

Q. Now just how much of an increase in the purchase and slaughter by Swift & Company do you have in your mind, or did you have in your mind as a basis of these unreserved statements as to the benefit of its coming to this community?

A. That statement was based upon the statement to me by Dr. J. P. Wilson, which was made prior to the perfecting of this complaint on the part of the Federal Trade Commission.

Q. I did not ask you where you got the information from but I asked you what was the increase you had in mind
1668 when you made your statement?

A. I am telling you his statement to me was that his investigation showed that the hog census of Covington county prior to the establishment of the packing plant was thirty thousand hogs whereas, the hog census in 1918 at the conclusion of a little more than a year and a quarter of the operation of Swift & Company showed ninety thousand hogs. That was the basis for the remark I made.

Q. During about half the time that plant was operated by the citizens themselves, was it not?

A. Yes, sir.

Q. Mr. Dugger, does the Chamber of Commerce keep records of its members?

A. Yes, sir.

Q. And who the members are?

A. Yes, sir.

Q. Mr. Dugger, where did you get the market prices you published in the paper from time to time?

A. I got them from the office of Swift & Company usually by telephone, and confirmed later by letter written on the day the letter came up there.

Q. How often did you compare those prices with the Chicago prices?

A. As I stated I believe in my former testimony I did not make it a point to make a definite comparison each
1669 time but I would keep in touch with the markets and occasionally see how the markets here would compare with the markets elsewhere, because as an editor I felt that it was my duty to the people to keep in touch with what was going on.

Q. Where did you get the Chicago prices when you did make the comparison with the Chicago prices?

A. I got them possibly from one of my exchanges, maybe the Courier Journal or the Birmingham Age-Herald or the Montgomery Advertiser.

Q. Did you make a comparison with other markets?

A. Yes, I usually looked at the markets when I compared them, Kansas City, St. Louis and Chicago.

Q. As a matter of fact Swift & Company has moved its selling department from Andalusia, has it not?

A. It has.

Q. How long ago did that happen?

A. I suppose two months ago, or something like that, I believe it was early in May.

Q. Now, haven't you heard of considerable dissatisfaction expressed here in Andalusia since that removal?

A. I have heard a few people speak of it.

Q. You have heard quite a number have you not?

A. To be specific, I have heard three.

Q. In fact, Mr. Dugger, you carried an article in your paper on that subject, did you not?

1670 A. I did, and that matter complained of was immediately remedied.

Q. To what do you now refer?

A. I refer to the fact that goods manufactured in Andalusia should not be shipped to Montgomery and shipped to the customers in Andalusia, but that the goods which were manufactured in Andalusia, at the plant in Andalusia, should be delivered to the customers in Andalusia, and that was immediately remedied, or complied with.

Q. In what way were those deliveries made before the removal of the selling department to Montgomery?

A. Before the selling department was moved to Montgomery they were delivered by truck, Swift & Company's truck.

Q. When? Whenever the customer wanted it?

A. I presume so.

Q. And how are they made now?

A. By the customer going after them.

Q. When?

A. When he desires, I presume. I am not positive now as to that. That is my understanding but I am not sure whether there is a restriction on that or not, I am not positive and don't undertake to say.

Q. Now, this selling department employed quite a number of men did it not?

A. A few men, yes, I don't know how many.

1671 Q. In fact the old Andalusia Packing Company when the stock was owned by the Andalusia residents, employed quite a number of men in the selling department, did it not?

A. Yes sir.

Q. And the removal of the selling department from Andalusia to Montgomery has taken away the men connected with the selling department, has it not?

A. Yes. May I explain.

Q. Yes?

A. Under the old Andalusia Packing Company operation, the greatest amount employed, according to my understanding, was about eighty people in the whole operation, and Swift & Company increased it to a maximum of four hundred, and still after the dismantling,—not dismantling, but the removal of the sales department, they have two or three times the number as the other people had; at least double that number.

Q. And the removal of the selling department has also taken a good deal of money out of the banks, has it not, the accounts that Swift & Company formerly carried here have now gone elsewhere?

A. I am afraid that is true, yes.

Mr. Taylor: That is all.

Redirect Examination by Mr. Albritton.

Q. Mr. Dugger, I will ask you if you in your testi-

1672 mony had at heart the interest of any bank, or any individual, in Andalusia, or whether your interest is in the section, and the public generally of the section served by the plant of Swift & Company?

A. I certainly have no other interest than that of a citizen of this section, and with Swift & Company I do not have any connection whatever and they did not have any connection with the Andalusia Star or the Opp Messenger and I have no interest in a bank beyond what I have on deposit.

Q. I will also ask you further if the removal, if there was a removal of the deposits of Swift & Company, resulting from the change of the selling force to Montgomery, has any bearing whatever on the benefit to the community of having Swift & Company's operations here?

R. Well, in a larger sense, no. In a restricted sense it would have; you remove any portion of a payroll from a community, and it affects it that much, but in a large sense of having the packing plant here, it would not.

Q. I will ask you this question: if from your observation of Swift & Company's operation of the plant since it was acquired the result has in any way been to suppress competition in buying and selling live stock, including hogs and cattle, and in the sale of the finished product?

A. I think not. I think I have answered it, in the former testimony which I gave.

1673 Q. I will ask you whether or not on the other hand, if as a matter of fact that the operation has not resulted in a keenly enlivened competition in this section?

A. I think it has. I am certain it has as I have stated.

Mr. Albritton: That is all, sir.

Recross Examination by Mr. Taylor.

Q. Mr. Dugger, what do you mean by competition?

A. Well, I did not know it had but one meaning. Two men trying to get the same thing.

Q. Who did Swift & Company bring in here to buy cattle and hogs for other people?

A. I never alleged that they brought anybody.

Q. Do you know of their bringing anybody here, directly or indirectly or any other way, competing with themselves?

A. I never intended to imply that.

Q. Do you know of anybody that they brought in here or who came in because they were here, and competed with them in selling their meats?

A. I did not intend to imply that.

Q. You did not?

A. No.

By Mr. Albritton: Q. You know they have been here and that competition has been greatly enlivened?

1674 By Mr. Taylor: Q. Who came who was not here before Swift & Company came?

A. I stated that I could not tell you the names of the men. There was a man here from Kansas City. I know of a number of hog sales corporations, that have organized local hog sales in the various counties, at Opp and Greenville and Ozark, and different places, the hog sales have been organized and carried on through the hog selling period.

Q. Now, weren't those hog sales carried on during the old days when the old Andalusia Packing Company was running and was run by Andalusia people?

A. I never heard of one.

Q. Do you say that they were not conducted at that time?

A. To the best of my knowledge I will say there was not any, and I believe that I would have heard of them. I am a pretty live wire.

Q. Now, what did Swift & Company have to do with those sales?

A. Where?

Q. At Opp and Greenville and Ozark?

A. Sometimes had a buyer there and sometimes did not; if they wanted to bid they could bid on them.

Q. Well, were you ever at one of those sales?

A. I was not.

Q. When were the sales as an institution established at Opp?

A. Well, I cannot say definitely when it was. I know
1675 I printed some blanks for them at different times. I cannot say when it was exactly.

Q. How about Greenville? Could you fix the date when the sales as an institution were established there?

A. It has been in the last year or so, or year and a half or two years, I expect. Most of the sales were given publicity in the daily papers.

Q. Your knowledge of them comes from the publicity or information you obtained from reading the papers?

A. Yes, sir.

Q. When were the sales as an institution established at Ozark?

A. Within the same limits.

Q. Does your knowledge with regard to them come from the same source?

A. The same source.

Mr. Taylor: That is all.

Examiner Sadler: The witness will be excused, if that is all?

Mr. Prestwood: Yes, sir.

(Thereupon the witness was excused.)

A. C. DARLING was thereupon called as a witness, and being duly sworn, testified as follows:

By Mr. Prestwood.

Q. What is your name?
A. A. C. Darling.
1676 Q. What is your business? First, where do you live?
A. Here at Andalusia.
Q. What is your business?
A. I am primarily a wholesale grocer.
Q. Primarily a wholesale grocer?
A. Yes, sir.
Q. And what other business connections have you?
A. Well, I am in,—or rather, own a good deal of turpentine interests, and am an officer in one bank and own an interest in seventy-five thousand acres of land around here.
Q. In what states are those interests located?
A. In Alabama and in Florida.
Q. In Alabama and Florida?
A. Yes, sir, principally.
Q. And have you got any in Mississippi and Georgia?
A. Yes, I have got some in Mississippi and Georgia.
Q. Most of it in Alabama and Florida?
A. Yes, sir.
Q. How long have you been in the wholesale grocery business?
A. About fourteen years.
Q. Fourteen years?
A. Yes, sir.
Q. Now, Mr. Darling, you were one of the stockholders of the Andalusia Packing Company, were you?
A. Yes.
1677 Q. From its beginning up until the time they sold out to Swift & Company?
A. Yes, sir.
Q. Now, you also were one of the chief promoters of the packing company when it was established, were you not?
A. Well, I was one of the promoters.
Q. Will you just give us a little brief history of the establishment of the Andalusia Packing Company and the reasons for it and so on?
A. Well, the reason was that in 1915 our farmers realized

that they could not raise cotton, and a few of us at first thought if we could establish a packing plant and create a market for hogs we could induce the people to raise hogs and land values would increase and the farming industry would revive, and in fact, our whole country be very much improved. Six or seven at first discussed it, and then we got so enthused among ourselves, and then we succeeded in getting everybody in the whole country interested in it, and we sold the stock and we had one hundred and ninety-nine stockholders I believe it was, and nobody had much, but everybody had a little. At that time there was not any market here for hogs at all. We didn't know anything really about the business, but we started up and Henderson was elected President and I was Secretary and Treasurer and we ran the thing about eighteen months, and we could hear occasionally of Swift & Company moving around
1678 through the country and some fellow would tell us that he was here, and then yonder, and we were hoping that he would come around, and finally he did come and make us an offer, and we wanted a little more, but we did not let him get away, we sold to him, and we sold to him for the reason that we did not have the money to buy the hogs. Mr. Henderson and I put our names in personal endorsements on paper for three hundred and sixty thousand dollars of money at one time, and we knew that we would not do it after the first year. We were the two instigators, of it, and we were supposed to run it, and we took too much chance, and when we got a chance to sell at a profit, to people who knew the business, we did not lose any time, but let them have it. We had more hogs offered to us the second year than we could ever buy. We did not have the capacity to kill them as they came in. We did not have room enough to take care of them, and we did not know how to take care of them, and we were not capable to run a packing business because we did not know anything about it.

Q. How much stock did you have in that company?

A. My concern had five thousand dollars worth and I had individually fifteen hundred dollars worth, and my net earnings was—my holdings was about five thousand, and to protect that little five thousand I had my name on three hundred and sixty thousand dollars worth of paper at one time.

Q. And of course that necessarily affected your credit, your commercial credit?

1679 A. Yes, we knew if we could get through with this one year's operation—and we were determined to carry it through—we didn't have any trouble about getting the money, because all of the banks in the whole country and individuals too offered us all of the money we wanted, but Henderson and I knew that we were not going to do this same thing the second year, so when we could get an offer to sell, we got all of the principal stockholders together, and we explained the situation to them, and most of the folks didn't like it at first, but when I told them about the burden we were carrying for them without their knowledge, they all acquiesced in the sale of the stock as we desired.

Q. The great majority of the stockholders were men of small means, were they not?

A. Yes, sir, a great many of the men had just one share of fifty dollars.

Q. And the burden fell upon two or three to finance the whole proposition and they had to do that individually?

A. Well, no, we didn't do it individually, except through our endorsement. The banks would offer us money with Henderson's and my endorsement, but we had charge of this affair and we could not tell these people that we would not endorse the paper.

Q. Now, Mr. Darling, at the time you all operated this plant did Swift & Company or any other packers during the time that you operated it, use any unfair means with you in competition to try to drive you out?

A. Well, if they did we did not know it.

1680 Q. You did not know it?

A. We sold a part of our pigs and small hogs that could not be cut up into meat to Swift & Company, and we sold dry salt meat and hams, I know, to Cudahy and Wilson and other packers.

Q. Were they your best buyers?

A. It paid better to sell to the packers than it did to pay the commissions with the refrigerator people of their own in the cities. Do you understand, we had to pay a commission in the cities, and after the commission was paid, it paid us better to sell direct to the packers, who had a selling or-organization, and we did not. We sold the home folk, but this immediate section could not use a very big percentage of the meat we had.

Q. And you sold a good deal of meat through your wholesale grocery business, did you not?

A. My organization sold all the meat in that territory, practically, for the packing company.

Q. What was the purpose, Mr. Darling, of the organization of this packing company? Was it to go into competition in the packing business, or was it to create a live stock industry and to create markets for it along the lines that you spoke of?

A. It was simply to create a market for live stock in this country. We did not go into it to make money especially, but we went into the business to create a market for our customers. I say our customers, our bank customers and my customers, and my customers' customers, and to help
1681 make this whole country prosperous. I do not mean to say that we did not expect a benefit from it, because we did.

Q. Do I judge from what you say and from what you have said there with reference to the sales of the product that as a matter of fact you were not in competition with Swift & Company, and Wilson and Armour and those fellows?

A. Sure; we were in competition with everybody selling meat.

Q. But I understand that they were your principal buyers?

A. Sure.

Q. For your finished products?

A. They were our principal buyers, and yet we were in competition with them too. Locally we were in competition with them. But we were dependent upon them to distribute it outside of our territory.

Q. The majority of your stuff?

A. Yes sir.

Q. You did not sell locally?

A. We did sell the majority of it to the packers, but I don't know whether more to one packer than another. I don't know to which packer we sold the most of our product.

Q. You were closely connected with the plant during its entire operation as the Andalusia Packing Company?

A. Yes sir, I was secretary and treasurer.

Q. You were secretary and treasurer?

A. Yes sir.

1682 Q. Do you know of a single instance, or can you tell the court of a single instance, where Swift & Company

did anything or used any methods in any way to force you all to sell?

A. The best illustration that I could give you of that is that this State bought a good deal of meat to feed its convicts, and very nearly every time we bid on the State's supplies, we got its business, in competition with Swift & Company, Armour, Cudahy and Wilson.

Q. I understand, but do you know of any instance where Swift & Company performed any unfair act against the Andalusia Packing Company just prior to the sale to them?

A. No.

Q. Endeavoring to force you to sell to them?

A. No, I don't know of any undue advantage that they took of us.

Q. Now, the entire stockholders holding the stock of the Andalusia Packing Company, after they understood the condition of affairs, were they willing to sell or not?

A. Everybody was except one man.

Q. Well, the great majority?

A. One man did not want to sell, but he did not own but one share of fifty dollars, and we got a man to tell him that he could not stop this sale, that we were going to sell the physical assets if he didn't let us sell the stock, and we got his one share, and that is the only one that I know of.

1683 Q. I will ask you as a matter of fact if the selling of the stock, when you were in the negotiation for this sale or transfer, if the selling of the stock was not to expedite the selling of it instead of the physical assets?

A. Now, I don't know. We wanted to do what they wanted to do. We wanted to sell; and if they had said they wanted to buy the physical assets, we would have done that; but the record will show. I don't think we sold this thing to Swift & Company; I think Swift & Company bought from the folks we bought from, but I am not sure about that, and the records would show that. I run my business, and Henderson run the packing plant. I was secretary and treasurer, and that kept me informed as to the things they were doing, but as to the details I had nothing to do with that.

Q. Now, I will ask you this question. Since selling to Swift & Company, has competition in the live stock industry been greatly suppressed or suppressed in any way in this section of the country?

A. Well, you know after Swift & Company bought this plant and everybody was sure there was going to be people

here who would buy what was offered, a great many more hogs were raised than prior to that time, and other buyers have come here to buy hogs and cattle, more than came here before, because there was none here to buy before. I can't say anything about Swift & Company bringing them here, I guess they did not; but they came like anybody who
1684 wants to buy anything goes to where it is to get it, and I have never heard of them doing anything to suppress competition.

Q. And as a matter of fact the result has been that it has created more competition for the reason that more stock has been raised?

A. More stock has been raised than when we had it, because the people realized that they could sell it.

Q. In the selling of the finished product I will ask you about that, if they have suppressed competition along that line that you know of?

A. No sir.

Q. I will ask if all the packers are not in here and have been ever since Swift & Company owned it, selling products?

A. You ask somebody that comes in contact with it, but I can't say; I presume that is so.

Q. You don't know of your own knowledge?

A. No, I don't know of my own knowledge. They do not solicit me; I do not handle meats.

Q. You do not handle meats?

A. No.

Q. Mr. Darling, what is your opinion from the general public in this section of the country as to whether or not they have been satisfied and glad that Swift & Company took over the plant, and increased its facilities and so on, what is your information along that line?

1685 A. Well, my common information, Mr. Prestwood, is that everybody knows that Swift & Company has increased the capacity of his plant, and that alone would make him more anxious to have enough raw stuff to run it; and everybody that I have heard speak of it is almost as proud of Swift & Company's improvement of his plant as if it had been our own.

Q. Now, do you know, Mr. Darling, since increasing the size of this plant and the facilities down here, whether there is sufficient hogs raised in this country to keep the plant going the year around?

A. No, there are sufficient hogs raised to keep the plant

running three or possibly four months, and in the five or seven or more months this immediate territory does not supply enough hogs to keep them anything like busy.

Q. Do you know whether or not on that account they run at a loss?

A. I can't say as to what that is or their output, I don't know anything about that, about their affairs.

Q. Well, I will ask you in your judgment about how long do you think it will take if Swift & Company is let alone, to develop this territory in the live stock business so that this plant could run twelve months of the year to its capacity?

A. Well, it would be dependent upon, of course, largely, on Swift & Company themselves. As organized right now,
within five or six years Swift & Company ought to gain
1686 sufficient and expert enough information to satisfy the
people that it would pay them to raise hogs and to feed them and to have them as they want them.

Q. Then you would say in five or six years?

A. I would say in five or six years.

Q. As presently organized?

A. Yes, as presently organized.

Q. And would you say that on account of their experience in this section of the country that they are better equipped and adapted for the promotion of this industry than any one else here?

A. Yes, and let me explain that. In so far as the selling arrangement and organization, I suppose other packers have as good facilities as they; but on account of the personal relations in this immediate territory, I think they could do better than anybody else.

Q. On account of their contract with this territory for four years?

A. Sure, yes.

Q. Now, Mr. Darling, do you believe it would be possible to secure a purchaser for this plant?

A. Oh, I can't say about that.

Q. If it was ordered sold or the stock?

A. I cannot form an idea about that.

Q. Well, you have got some judgment as to the local conditions?

1687 A. Oh, sell it locally, you mean, to some individuals around here?

Q. Yes.

A. No.

Q. Could not do it?
A. I don't think so.
Q. If it was sold in any way, the stock, if the stock is disposed of, who would have to buy, if anybody bought?
A. Some packer or some man who knew his business would have to buy it.
Q. Some other large packer?
A. Sure.
Q. They, of course, have spent lots of money increasing the capacity of the plant, haven't they?
A. Their records show that, you know.
Q. What would you say?
A. Yes, it is obvious that they have spent a whole lot of money.
Q. You have seen what was done since you let it go?
A. Yes sir.
Q. And you don't know how much?
A. No sir.
Q. But you know it has been increased, anybody can see by looking at it?
A. They have doubled the cooling space, I think, since we had it, and they have increased the yards and made various improvements there.
1688 Q. Since they purchased it from the Andalusia Packing Company?
A. Sure, yes.
Q. Now, what is your judgment of the result if this plant was disposed of or shut down or ceased operation, what result would that have on this country?
A. Why, it would be one of the most disastrous things that we could have to happen to it. Ninety per cent of the farmers in this surrounding territory have built pastures and cross-fences and arranged to sell hogs; and with this plant running, they can sell one or a carload; and if this was gone, I do not mean to say that you could not sell hogs now, because we could ship hogs to some place else, but some small man would have to come in and buy here and yonder, and he would have to buy so much cheaper and take the chances, that I think that this country would be hurt badly if this plant was to be shut down or moved.
Q. Well now, how much territory in your judgment would that affect, how much of the surrounding territory?
A. Mr. Prestwood, I can't answer it because it would be psychological, and the thing might go two hundred miles, it

might extend into Georgia, and it might go into Mississippi, and the Carolinas, there is no telling.

Q. Just in your judgment as to the conditions surrounding this plant and all, in this territory, and from your acquaintance with this territory and the zone of opera-
1689 tion of this plant, what territory do you think would be affected?

A. I think they draw hogs in a radius of a hundred miles around here, and it would affect that much I am quite sure.

Q. That is a radius of a hundred miles every way?

A. Yes sir.

Q. And that would take in West Florida?

A. Yes; practically the whole of it.

Q. And practically the whole of West Florida?

A. Yes sir.

Q. And Southeast Alabama?

A. Yes sir, the whole of South Alabama.

Q. Now, Mr. Darling, I will ask you if you know whether Swift & Company since its acquisition of this plant has carried on any campaign of education and information to the people throughout this territory on the stock industry?

A. Yes; the Chamber of Commerce, which is purely a business organization, has one of its best helps in getting anything good before the farmers in Swift & Company's men; we get cooperation with them in boosting the town or anything that we want to do to try to improve the whole country.

Q. I will ask you this. Since their operation of this plant has a better grade of hogs and cattle been brought in and developed?

A. Yes, both cattle and hogs.

Q. Both cattle and hogs?

1690 A. Sure; they had a little demonstration out here, you know, at our fair as to the differences in the grade of cattle and hogs and the feed and the practical demonstration of it, which showed you how and let you see, and they carry it everywhere they go.

Q. That was Swift & Company?

A. Yes sir.

Q. And they carry on an experiment station out here at their plant?

A. I have been told so, but I don't know about that; I have not been in it.

Q. Well, you saw evidences at the fair?

A. Yes, I saw evidences of it at the fair.

Q. At the Covington County fair?

A. Yes, and I have been told that they visit all the fairs around with the same cooperative spirit that they give us.

Q. I will ask you, Mr. Darling, from your experience and observation of the conduct of Swift & Company since they had charge of this plant, whether or not it has been one of cooperation or suppression; which has it been?

A. We people of Andalusia have found them as cooperative as any other citizens here in any measure or in anything that we attempted to do, and we count on Swift & Company's help as we would any bank or merchant or any other citizen, and we get it.

Q. Not only in agricultural development, but in civic development?

1691 A. Anything for the good of the town or the section.

Q. Of this section?

A. Yes sir.

Mr. Prestwood: I believe that is all, Mr. Taylor.

Cross-Examination by Mr. Taylor.

Q. Mr. Darling, as I remember Mr. Prestwood's question to you sometime ago it was that if the plant should be disposed of and shut down, what would be the result. Now, I would like to have your version of the other side of the question. Suppose it was disposed of and not shut down, what would be the result?

A. Well, that would depend entirely on the attitude of the owner; I can't say what the result would be.

Q. Is it a fair assumption that any man who would put money into it necessary to buy it would do it for the purpose of operating it to the best interest of himself and the community?

A. That is a fair assumption, but it is not always done.

Q. That was what the former stockholders did, wasn't it, while Mr. Henderson was there, yourself and Mr. Henderson and a hundred and ninety-seven others to whom you referred?

A. Yes.

Q. And as you said, you were all green in that business?

A. No, I said if it was shut down. I mean if it was stopped or closed.

Q. That is exactly what I am bringing out. You
1692 meant if it was closed up?

A. Sure.

Q. Let us assume that it is not closed up, but simply bought. There is plenty of money here to buy it. This is a rich community, is it not?

A. No sir, there is not plenty of money here to buy it.

Q. Is this a rich community?

A. No sir.

Q. You certainly would not say it was a poor community? I have not been here but a short time, but I have seen so many evidences of wealth?

A. We have been a great deal better off here than we are now.

Q. That is the way with everybody over the United States, is it not?

A. Well, I hope the balance of the United States is not quite as badly hit as this particular community.

Q. Mr. Darling, this plant was sold to Swift & Company after they had come down here and gone over your inventories and checked over every article and gone over the entire plant and knew exactly what they were getting, wasn't it?

A. I can't say yes or no to that; I presume that is the way it was done; I presume anybody would know exactly what they were getting.

Q. It is your recollection that Swift & Company got full value for the money they paid for this stock?

1693 A. Yes sir.

Q. And all of these stockholders bought it at par, didn't they?

A. Every man got it at par.

Q. And sold it at a hundred and forty after one year's operation?

A. A little more than a year.

Q. More than a year of actual operation, it was sold the 24th of July, 1917?

A. Well, I don't know exactly, but I think we operated in 1916 and a part of 1917.

Q. Yes, you did.

A. Yes sir.

Q. From about June 1916 up to July 24, 1917, is about the period?

A. Yes sir; and I think we made money in it like any-

thing, you know our product advanced and advanced and advanced and advanced and kept on advancing, and that was our salvation.

Q. It advanced more after Swift & Company bought it than it did before, didn't it?

A. Well, we had not reached the peak of the high prices, and it did advance more afterwards; that is true.

Q. And it was not reached, as a matter of fact, until about three years afterwards, was it?

A. I say that was our salvation, that advancing.

Q. The price of meats continued to advance about three years after the stock was sold, didn't it?

1694 A. I think so, yes.

Q. Now, Mr. Darling, do you remember that you had a broker up at Atlanta by the name of Miller who operated under the name of J. W. Clark & Company?

A. I can't say as to the identity of any broker, because I paid very little attention to the selling arrangement; that was Mr. Henderson's affair.

Q. Do you recall a broker at Birmingham by the name of Allen?

A. Yes sir.

Q. You do not recall how much the broker at Atlanta got?

A. No.

Q. And you do not recall about how much Mr. Allen got?

A. I am of the opinion that we gave Allen five per cent.

Q. I don't mean commission.

A. No, I don't know anything about that.

Q. Is the same situation so in regard to the meat sold to the various packers?

A. I was just told—

Q. Arent's you hazy in your mind about just how much was sold?

A. I remember at one time we had quite a lot of shoulders, and had not been able to sell them to anybody, and no demand in our immediate territory, and Henderson says "There is six carloads of shoulders" and I got them off on Cudahy, and he says it was the best sale we ever made; I remember that.

Q. That is a single sale?

1695 A. Yes sir.

Q. The best sale or the best single sale?

A. The best single sale, it was the best individual sale he made.

Q. Do you remember any other meats sold to the packers?

A. I remember shipping a good many carloads of pigs and whole hogs, and I asked where the hogs were going to, and he said Swift & Company; I think Swift & Company bought most of our uncured meat.

Q. So you would not want to have it appear that your recollection on that is more accurate than the records on that?

A. No, no; I don't know; I would let the records take precedence over anything that I might say as far as the sales are concerned.

Q. And so far as you recall either Mr. Miller or Mr. Allen may have sold a good deal more meat than you sold to the packers?

A. That may have been so.

Q. Mr. Darling, at the time you were doing business here, and that is, by you I mean the Andalusia Packing Company with the old stockholders, prior to July 24, 1917, the company was selling a good deal of meat in this community, I believe; you testified you handled a good deal of it yourself?

A. Yes sir.

Q. And Swift & Company were also selling here in this community in competition with you, I believe you also
1696 testified? Now then in testifying as to the elimination of competition, you said the purchase by Swift & Company of the stock did not eliminate competition. Is is not a fact that it eliminated the competition previously existing between the Andalusia Packing Company and Swift & Company?

A. I did not catch that.

Mr. Taylor: Read the question.

(Question read.)

A. That is true; there was no competition between us after we sold out. We were not in business, but I do say that we would not have been able to run our packing house another year without material help from some source; and whether we could have gotten it was problematical.

Mr. Taylor: That is all.

Redirect Examination by Mr. Prestwood.

Q. Please examine Respondent's Exhibit No. 23, Mr. Darling.

A. This is Swift & Company's exhibits.

Q. Now, assuming that the figures show losses here during 1918, 1920 and 1921, and assuming that those figures are true, and taking that in connection with the present condition and the present outlook, in your judgment would any going concern purchase this plant for anything around the actual investment?

A. Well, I would think if anybody bought this plant it would have been on what he could do, and not at all
1697 what Swift & Company could do. I would not count that worth anything.

A. No.

Mr. Prestwood: I believe that is all.

Examiner Sadler: Any further cross-examination?

Mr. Taylor: No.

Examiner Sadler: The witness will be excused.

(Witness excused.)

1698 The following witnesses testified to substantially the same effect as Witnesses Dugger, Darling, Wilson and Henderson (supra):

G. W. Rogers of Munson, Fla. foreman of the farming department of the Bagdad Land & Lumber Company, which company operated a farm of about five hundred acres and raised hogs and cattle (pp. 3811-3819.)

F. M. Fleming of Geneva, Geneva County, about 45 miles from Andalusia, was engaged in the live stock business generally—buying and selling hogs. (pp. 3820-3838)

Henry A. Hughes who lived at Florida, Alabama, was engaged in the business of farming and stock raising, was owner of about five or six thousand sheep, and was a dealer in live stock; also was a stockholder in the old Andalusia Packing Co. (pp. 3839-3848)

J. M. Pilcher who lived at Florala, Alabama, was County Commissioner, also a general merchant and farmer, and had been in the mercantile business in that section for the past twenty years. (pp. 3849-3868)

J. T. Clark who lived at Red Level, Alabama, twelve miles from Andalusia, was a merchant and farmer in that section for the past sixteen years, and also a stockholder in the old Andalusia Packing Company. (pp. 3868-3878)

R. E. Lee who lived at Red Level, Alabama and was a farmer in that section for the past fourteen years. (pp. 3879-3886)

I. S. Wright who lived at Opp, Alabama, fifteen miles

from Andalusia and was a live stock dealer for the past ten or twelve years. (pp. 3886-3896)

1699 Aaron Whaley, Jr., who lived at Opp, Alabama, was a banker interested in the live stock industry and the development of the country generally, and practically had lived in that section of the country all his life. (pp. 3896-3903)

J. T. Bradshaw who lived at Andalusia, Alabama since 1883, was engaged in the mercantile business there since 1907, and was also a stockholder in the old Andalusia Packing Company. (pp. 3904-3922)

Judge J. M. Robinson who had been Judge of the Probate Court of Covington County, an elective office, for the past twenty-five years and was one of the stockholders of the old Andalusia Packing Co. (pp. 3922-3930)

J. E. Wright who had lived in Andalusia for the past four years and previous to that time at River Falls, Alabama, about four miles away, who resided in River Falls since 1907, was engaged in the business of farming, merchantile, pickle and brick manufacturing, was an officer of the Consolidated Brick Company, which company was a stockholder in the old Andalusia Packing Company. (pp. 3930-3947)

J. L. Knox who had lived in Andalusia for he past twenty-two years, was engaged in the mercantile business and was one of the stockholders and promoters of the old Andalusia Packing Company. (pp. 3988-3997)

A. F. Morrill who lived at Dozier in Crenshaw County, Alabama, about fifteen miles from Andalusia, was a

1700 farmer and merchant for the past twenty-two years, also a dealer in live stock, and a stockholder and one of the promoters of the old Andalusia Packing Company. (pp. 3997-4005)

S. B. Millingan, Vice-President of the Bank of Andalusia who has lived in Andalusia for the past seventeen years, was a banker and farmer, also a stockholder and one of the promoters of the old Andalusia Packing Co. (pp. 4005-4009)

Col. Allen Crenshaw who lived in Andalusia for the past sixteen years, is a lawyer and real estate man, is President of the Rotary Club, a semi-business and social organization, having for its object anything that is for the good of the community and the betterment of conditions. The Rotary Club has twenty-five members in Andalusia, and its membership consists of representative business men of the town, one from each business or profession. Mr. Crenshaw had

been in the regular Army in the late war with Germany and had the rank of Colonel. Mr. Crenshaw was certain that he expressed the unanimous sentiment of every member of the Rotary Club, and that that organization desired Swift & Company to continue to run the packing plant. (pp. 4009-4113)

Judge A. L. Rankin who lived in Andalusia, Alabama for the past twenty-one years, is a lawyer and also a farmer with several farms, also is President of the Kiwanis Club. The Kiwanis Club was an organization composed of business men of Andalusia, there being two men from each line of business. Judge Rankin was sure that it would be the
1701 opinion of every member of the Kiwanis Club that it would be a great calamity if Swift & Company were forced to do away with the packing company as in his opinion they were in a better position to operate a plant and carry on the development than any other packer would be. (pp. 4013-4017)

1702 J. P. WILSON, was thereupon called as a witness, and being duly sworn, testified as follows:

Direct Examination by Mr. Prestwood.

Q. What is your name?
A. J. P. Wilson.
Q. Where do you live, Mr. Wilson?
A. At Andalusia.
Q. How long have you been living here?
A. Since January, 1916.
Q. What position do you hold in this county?
A. County Farm Demonstration Agent.
Q. How long have you held that position?
A. Since I have been here.
Q. Since January 1st, 1916?
A. Yes, sir.
Q. What are some of your duties?
A. Well, my duties are varied; from an educational standpoint we are supposed to work the best we can with the farmer, and we are to work with him through organization, and help him to sell his products, and to grow more and better products, and in a general way, that is supposed to be our duty; anything that has to do with the welfare of the farmer.

Q. Now, did you take any training for that work?

A. Yes, sir.

1703 Q. For this line of work?

A. Yes, sir.

Q. What training did you take?

A. I finished at the Alabama Polytechnic Institute in agriculture in 1915.

Q. In this particular line of work?

A. Yes, sir, in this particular line of work.

Q. Now, who are you employed by?

A. I am employed jointly by the county and state, and the Federal Government. Our contract is with the Federal Government. The work is known as co-operative extension work South, and paid by the state and county, and the Federal Government.

Q. Now, since you have been in this work,—since you have been in this work here, have you come in contact with the Andalusia Packing Company, while they ran the plant out here?

A. As far as it related to my work; yes, the same as I would with any other institution of the county; a bank, or a pickle plant, or anything else.

Q. At the time of the organization of the Andalusia Packing Company did we or not have any live stock markets in this section to amount to anything?

A. When I came in herein 1916 there was practically no market for live stock; I had cases of farmers coming to me lots of times asking about selling, and helping to sell their hogs, and things of that description. You might say
1704 there was practically no market, or very little, if any, in this section.

Q. Now, after the Andalusia Packing Company began to operate here, did that stimulate the hog industry?

A. Yes, it was stimulated, and it began to stimulate the hog industry from the time it started to building the plant here. The people went "hog wild." They got more hogs than they had feed for, and they knew nothing about raising hogs, and had never raised them in this section, other than a few for meat for their own use, and nothing like all of their meat was raised here then because they were putting all of their attention on cotton, and the farmers bought a great deal of their meat and a good deal of their meal.

Q. What was the character of the hogs at that time?

A. Most of them were what have been called "piney woods rooters."

Q. "Piney woods rooters"?

A. Yes, sir.

Q. What was the average weight of that class of hogs?

A. The average weight of a piney woods rooter was around one hundred pounds. Well, say an average or from ninety to one hundred and twenty-five pounds. We had worlds of those at the time I came here, but did not have but a very few good hogs. No good hogs to amount to anything; just a very few.

Q. Now, what is the real appearance of a "piney woods rooter"?

A. Well, he is an animal that if you pick him up by the ears he will practically balance, and if you kill him and
1705 dry him out you will get a quart of lard, as a fellow in Georgia said, and a bottle of turpentine. That is a pretty good answer or definition I think for a piney woods rooter.

Q. Now, after Swift & Company,—first, you know when they purchased this plant

A. Yes.

Q. What was done by Swift & Company in connection with development along the line of stimulating the live stock industry?

A. Do you want me to tell you everything they have done along that line of work?

Q. Yes, in a brief way?

A. One of the first things they did was this: before we did not have any hog pastures in this country, and I asked them to let us put on a little demonstration around their plant on some land they had, and the fixed it up to grow the different pasture crops, under my direction, and in co-operation with the head of the extension department at Auburn, and the crops were put out and they bought hogs and put them on it, and fixed it up, and fixed hog houses, and things like that, and breeding crates, and so on, where the farmers when they would come in to sell hogs, could go down there and look the proposition over. That is one thing they did. Another one was they helped us to get out literature, after we held a meeting at Dothan, and outlined a farming program for South Alabama, and at all times in all of their work, I was very much pleased, for one thing on
1706 account of the fact that they did not insist on hogs all the time, but in all of the campaigns that I asked them

to join with me in my work, they insisted on a balanced farming program and that a man should have a little cotton, and a few hogs, and good hogs, and raise them at a profit, to be sold during all the year; and then they put out some chickens with the home demonstration agents, I cannot say how many, but I know they must have put out several hundred pairs in this section, with the home demonstration agents, and they were given to the girls' poultry clubs, made them a present of these, and besides a good many chickens were sold to the people at cost, and in my work they furnished me with a pair of pure bred Poland China pigs, and also furnished the pig clubs in Troy and in perhaps some other places, and at the fair, another thing, so the club boys would afford to buy it, they cut the size of hog feed down to a twenty-five pound bag so they could afford to buy it and then they gave prizes at the fair, and they have always furnished me with men to go out with me at any time that I saw fit and assist me in any campaign work in this county, whether it pertained to hogs or to growing a better garden, or cotton, or hay, or anything or the kind. They had a demonstration department also back behind the plant, and we had a great crowd out there, and it made it possible for us to get the men from Dothan up here, and conduct a demonstration, and about three thousand people were fed out there that day, and they
helped us to get the crowd up to make it a success;
1707 then I would have club days in here, and they were al-
ways nice about showing them over the plant, and so in a general way, and in all kinds of ways they helped me in my work.

Q. You always found in them a ready helper in any line of improvement, agricultural improvement, in this section of the country?

A. They were always willing and ready, yes.

Q. Now, what have they done toward creating better grades of hogs?

A. Well, they have done a great deal of educational work, and then the demonstration they put on, with reference to having some hogs on the farm, and some peanuts on the farm, and all that sort of thing, they have been instrumental in helping a great deal, and also helped in the holding of hog sales, and have helped to make the fair a success, and get good hogs here. This year they put out pigs to the pig club boys, and organized pig clubs.

Q. You say you work with the farmer?

A. Yes, sir.

Q. And you assist him in every way you can to provide a market for his products?

A. Yes, sir.

Q. I will ask you what has been your experience in obtaining a market for live stock since Swift & Company has had charge of this plant, and before they got it did they buy them?

1708 A. This immediate territory, there has been a better market at this place, simply from the fact that we did not handle very many hogs, except—the Andalusia people, I speak of,—cattle, sheep, and goats, and things like that, and the selling of hogs, Southern hogs, has been practically the same,—except this, I notice the ratio between the Chicago prices and the prices locally, paid locally, have decreased considerably since Swift & Company took it over; about from five to about two cents.

Q. You mean, the spread?

A. I mean the spread.

Q. Between the Chicago prices or market and the Andalusia market, since Swift & Company has had it, has been around two cents?

A. It has decreased to that; yes.

Q. Under Chicago?

A. Yes, sir.

Q. Before that time it was something like three to five?

A. It has been that, yes, at the time it was started off.

Q. Now, I will ask you in your judgment, Mr. Wilson, if competition has been stimulated or diminished since Swift & Company has absorbed the plant, in the buying and selling of live stock?

A. It has been stimulated to a certain extent for this reason; a good many buyers have gone out in the market

1709 who were directly or indirectly connected with the Andalusia plant, from a financial standpoint, and Swift & Company took it over, and they went out and got on the open market and began to buy, and they are what are called "Scalpers." That is about the difference. We have shipped some hogs, of course in the last year or two to the Montgomery stockyards. Some hogs were shipped there.

Q. Do you know anything about the market there; is it an open market at the Montgomery stockyards?

A. That is an open market.

Q. And it is about ninety miles from here?

A. Yes, sir.

Q. Now, what do you know about the hog sales?

A. The hog sales is a product of our extension work, of the county department, of the different counties, and it was for the purpose of giving the farmers a market where they did not grow them in carload lots, the very thing we all had by having a packing plant at Andalusia, so that a farmer with one hog or a carload can come and sell any day of the year. These scalpers did not buy during the summer months but only in the heavy months, and the farmers could not sell them, because if they sold them to the scalpers, they would have to keep them so long, they would have to pay a low price or they would have to keep them so long and feed them that the profit would all be gone. The original of the hog
1710 sales association was to give the farmer a market every month in the year, if possible. Of course, at the same time, it was to eradicate speculation, or unjust speculation.

Q. Well, that served to concentrate the hogs and get them ready to ship to a packing plant?

A. Yes, the farmers would bring in the hogs and they were weighed and graded and either sold locally or they would ship them.

Q. And that has all been done, has it, Mr. Wilson, in this section of the country since Swift & Company took over this packing plant?

A. During that period, yes, sir.

Q. Since 1917?

A. Yes, there were no hog sales associations in this territory before that. In fact, the majority of the hogs began to be raised since that time.

Q. Mr. Wilson, what is your judgment,—you go among the people all the time, the farmers throughout this county, and the surrounding counties also some, do you not?

A. Yes, all this end of the state.

Q. What is your opinion as to the general sentiment of the people about Swift & Company having bought out this plant?

A. Well, the people all over this section were pleased when Swift & Company took it over, because they saw greater possibilities in it. As it started out, when it was the Anda-
lusia Packing Company it was a local proposition, but
1711 when Swift & Company took it over, it looked like a big proposition, with big possibilities to it.

Q. To develop a great territory around it?

A. Yes, sir.
Q. Is that right?
A. Yes, sir.
Q. Now, in your judgment what would you say the result would be if this plant was closed for any reason?
A. It would curtail the production of live stock very much; it is hard to say how much, or whether it would be permanent, but it would curtail production to a great extent though.
Q. Would that be beneficial or detrimental to the farming interests of this entire section?
A. Detrimental, of course. The hogs have to be sold to make farming here profitable, and the farmer must get a part of his money each year from his hogs; that has been the thing that has been put in practice, and it is a theory which has been proven to be practicable, and the thing we are working for is to get each farm to have so many hogs to sell each year and to market them during the different months of the year, and to kill, and that has been a part of the educational campaign, to show the farmers, and to teach them how to cure all they need at home, and then to sell the surplus.
Q. Has Swift & Company assisted you in that?
A. Yes.
1712 Q. Now, what is the situation, Mr. Wilson, as to the farmer raising his own meat, and taking care of it, since Swift & Company has been in here as the packing house people?
A. There is a much larger percentage of the meat consumed by the farmers of the county who kill and cure now than there was at first.
Q. You mean, Mr. Wilson, of their own killing and curing?
A. Yes, sir, and that has been due to the educational work that has been sent out.
Q. Now, what in your judgment was the number of months supply that they used to put away compared with what they put away now for their own use?
A. That is a pretty hard question. It would be a question of guesswork. I would say at first it was four, and now it is nine.
Q. Four months?
A. Four months.
Q. And now nine months?
A. Now nine months, yes. That is the proportion.
Q. You are acquainted with the situation in this terri-

tory of course as to how the education has been carried on along live stock industry lines; how long, in your judgment will it take if this campaign goes on and Swift & Company is let alone for it to develop this territory to the extent that this plant can run to capacity twelve months of the year?

1713 A. Well, I would have to answer it—

Q. (interrupting) So there would be a reasonable supply of hogs to carry it on?

A. I believe in from three to five years we will have it where the plant can run profitably during the year, throughout the year, with the success we have had in the last year and a half. We are going back to hogs now, and we are going back to hogs on a sensible scale or on a sensible basis, and like the fellows in the corn belt, and in the hog sections, we are growing good hogs, and replacing the scrubs with good hogs, and in place of having four piney woods rooters that will weigh four hundred pounds, we are getting some good hogs where one will weight five hundred pounds, and are learning that the number has nothing to do with it, but that it is the pounds.

Q. Now, as a matter of common knowledge in this section of the country, hogs decreased in number here in the latter part of 1919 and in 1920, did they not?

A. Yes, sir.

Q. Well, there was some reason for that.

A. Yes, sir. You had the condition here at the beginning that you will probably always have in any section of the country where all the fellows want to go into a new undertaking and undertake to grow something for the market, some new product; they forgot that they had to feed those hogs, and the only thing that they were looking for was

1714 the number of hogs. We thought that if a man with a one-horse farm would get ten sows, and each sow have ten pigs each year and each pig weighed one hundred pounds apiece, and we got six cents a pound for them, we could just take a tablet and a pencil and figure it out so you would be a millionaire in a little while, and we forgot that they must be fed, and we forgot that we had to have good hogs, and forgot that good hogs made more money from a bushel of corn than poor hogs. Now after they had been in the hog game for a year or two, and if there had not been any drop, in normal times, there would have been a decrease, because

farmers go away from things, and then come back to them. It was natural to drift away, and that is one reason for it. But we had abnormal times though, and abnormal prices which effected a decrease in the hogs in the United States, and we had corn selling for two and two and a half a bushel, and at one time the price of hogs was very high, and those things tended in that direction, and that was another cause. Then we had a couple or three years which were fairly good cotton years, rather dry and the boll weevil did not hurt it so bad, and it went up to forty cents a pound, and we dropped back to cotton again and naturally left off hogs. But we are getting back to the hog business now, and to better hogs.

Q. Now, when did you start to going back into the hog business practically?

A. A year and a half ago, or two years.

1715 Q. Now, it will take some little time to build it up again?

A. Yes, sir.

Q. How many years?

A. I believe from two to five years from now we will have things settled I believe.

Q. As a matter of fact, Mr. Wilson, during the years of the high priced cotton, and the other years you mentioned, didn't the farmers even sell some of their brood sows?

A. Yes, some of them sold practically all the hogs they had.

Q. And they are going to have time to—they will have to have time to get back into it?

A. Yes, and to get good breeding stock.

Q. And that necessarily will take time for breeding good hogs, and getting back to where they make good in that business?

A. Yes, and we want them to take time, and want them to go slow, and get good brood sows, and good blood lines all the way through, and get educated about how to raise them before trying to raise them and it is a failure without that.

Mr. Prestwood: All right, Mr. Taylor.

Cross-Examination by Mr. Taylor.

Q. Mr. Wilson, I believe you say you came here in 1916, in January?

A. Yes, sir.

Q. Is that correct?

1716 A. Yes, sir.

Q. What is your connection with the county farm demonstration association, or whatever it is?

A. What is that?

Q. I say, what is your connection with the county farm demonstration association?

A. We haven't any; it is farm—country farm demonstration agent, in place of association.

Q. What is this institution that you are the agent of?

A. It is known as the Co-operative Extension Work South.

Q. Where is headquarters?

A. Auburn, is the state headquarters.

Q. Auburn is in this state?

A. Yes, sir, and the head of the department is in Washington.

Q. Is what?

A. In Washington.

Q. What is your territory?

A. Covington county, unless otherwise called out.

Q. Have you been in Covington county during all this time, from January, 1916?

A. Yes, with headquarters at Andalusia.

Q. At the time you came here the Andalusia Packing Company was just organized then, were they?

A. Under construction; already organized and under construction.

Q. But had not got to operating?

1717 A. No, sir.

Q. What was the condition existing at that time with regard to the supply of hogs throughout this country?

A. The supply of what?

Q. The supply of hogs throughout this county; what was the condition at that time?

A. Well, we had worlds of hogs at that time, as soon as they began to build the plant they went to getting hogs. That was the condition about six or eight months before I got here.

Q. What do you mean by that was the condition?

A. That we had lots of hogs.

Q. That is, it began about six or eight months before you got here, and there were lots of hogs in this county?

A. They started to getting lots of them raised here.

Q. Just started?

A. Yes, sir.

Q. In six or eight months they had gotten lots of hogs?
A. A good many hogs, yes.
Q. The hogs of the class you described; rather, would you characterize those as piney woods rooters, which you described so facetiously awhile ago?
A. Yes, sir.
Q. And they were pretty much of that kind, all of that kind?
A. The larger percent, yes, sir.
Q. These hogs though were quite numerous, where they not?
1718 A. A good many, yes.
Q. Were there as many of them then as there are of the other hogs now?
A. Do you mean as many piney woods rooters, or as many head of hogs?
Q. As many head of hogs, counting the piney woods rooters and everything, as there are hogs now, counting the piney woods rooters, and hogs of all kinds?
A. I would say about the same at the beginning of 1916.
Q. What condition followed from the time you came here, with regard to the development of the hogs; take it first during the year 1916?
A. Well, they began to sell hogs here in the fall of 1916.
Q. First confine yourself to the character of the hog development, and the increase of hogs during that year?
A. There was a good deal of increase in hogs in 1917.
Q. First 1916. Let's confine ourselves to 1916?
A. I came here in 1916.
Q. Well, that was January, 1916?
A. Yes, sir.
Q. And you traveled about the county and observed those things from day to day, did you not?
A. Yes, sir.
Q. How many hogs would you say there were in the county when you got here?
1719 A. Oh, say fifty or sixty thousand.
Q. How do you arrive at that figure?
A. There were some eight thousand farmers in the county, which would give them seven or eight hogs apiece.
Q. It would bring it something over fifty thousand wouldn't it?
A. Probably so, but that is an approximation.

Q. I understand you are not testifying as to the exact number?

A. No.

Q. I did not anticipate that you would attempt to do that. Now, would you be quite sure, or would you be willing to swear that there was not a hundred thousand here then?

A. Yes, sir.

Q. Would you be willing to swear there was not seventy-five thousand in the county during 1916 at any time?

A. On a definite number I would not swear anything. You can't get a statistician to do that.

Q. What would be your best guess as to the number of hogs here?

A. From fifty to sixty thousand.

Q. And it might run over that, and it might possibly have been less?

A. Possibly. That is an estimate; in my best judgment, that is my estimate.

Q. To the best of your estimate that is the number of hogs here now?

A. Something like that; yes.

1720 Q. Possibly more?

A. Possibly more and possibly less.

Q. Do you think it possible that there is less than fifty thousand hogs in the county today?

A. There may be. My estimate is from fifty to sixty thousand.

Q. Now, with a supply of sixty thousand hogs, how many of those can properly be sold during the year?

A. Fifty per cent.

Q. And retain fifty per cent for breeding purposes?

A. Yes, sir, and for home consumption, yes.

Q. That is, for all purposes aside from selling?

A. Yes, sir.

Q. Fifty per cent could be retained?

A. Yes, sir.

Q. In retaining fifty per cent, can there be an increase, based upon that reduction, of fifty per cent from year to year in the whole supply?

A. You mean would it be possible?

Q. In the ordinary course of conditions, and with the proper attention given to hog raising, would there be any increase from year to year, if you should sell fifty per cent, or would it just keep it balanced?

A. There might be an increase, but I would not say there would be an increase.

Q. Most of the hogs during the first year, your first
1721 year, 1916, were pretty poor ones, a pretty poor class of hogs, if I understand your testimony correctly?

A. Yes, sir.

Q. Now, take the next year, 1917; how many hogs were there here that year?

A. We had an increase, I suppose of hogs that year which would reach eighty or ninety thousand.

Q. And what was the character of those hogs?

A. Practically the same as the others. Maybe ten per cent or five per cent I will put it better, but practically the same as in 1916.

Q. Now, 1918, how many hogs were here, would you say?

A. There was practically the same there was in 1917.

Q. And what was the character of those hogs?

A. They began to increase some, I would say ten per cent maybe.

Q. That is, ten per cent of improvement?

A. Yes, sir.

Q. You mean by that ten per cent over the year 1917?

A. No, ten per cent improvement over 1916.

Q. Now, take the year 1919; how many were there?

A. It would decrease there something like, I guess, put it at seventy or eighty thousand.

Q. Taking the calendar year from January 1st, 1918 to December 31st?

A. You asked about 1919.

1722 Q. 1919, I mean?

A. There was seventy or possibly eighty thousand.

Q. You mean the calendar year?

A. Yes, sir.

Q. And what was the character of those hogs. Was there any improvement in them?

A. Yes, there was something like ten per cent improvement that year I think from the previous year.

Q. Ten per cent over 1918?

A. Yes, sir.

Q. Now, take the year 1920, how many hogs were there?

A. We dropped back down to about I will say forty or fifty thousand.

Q. And what was the character of those hogs?

A. Fifty per cent over the previous year.

Q. About fifty per cent over the year 1919?
A. Fifty per cent better, yes, because the culls were sold
Q. And take the present year, the present time, how many hogs are here?
A. Something like fifty or sixty thousand I think.
Q. And what is the character of those hogs?
A. You have an increase there something like twenty per cent over last year.
Q. That is in the character of the hogs?
A. Yes, in the character of the hogs.
1723 Q. So at the present time am I correct in assuming from your statement that practically all the hogs here are known as hard hogs?
A. Hard hogs?
Q. Yes?
A. I haven't mentioned hard hogs.
Q. I know you haven't?
A. We dont grow hard hogs in the South.
Q. Then what do you mean by ten per cent improvement in the character of the hogs?
A. Improvement from the standpoint of breeding and the ability to put on pounds and to gain certain pounds from certain pounds of feed, and the quality of the meat that they would turn out.
Q. Direct yourself to the quality of the meat. What do you mean by that?
A. Well, the hog preferred is the one having good width, and good depth, and good round hams, and good round shoulders, and a short neck, and a good round back, and not too big a percent of bone.
Q. Do you also take into consideration the texture of the meat, as well as the shape and size of it?
A. Well, the texture of it really does not come in my work, but I will give you this, if it will answer the question—
Q. No. I simply wanted to know whether you took into consideration the matter of texture?
1724 A. It would improve it to a certain extent, yes.
Q. In your opinion can a packing house be more successfully operated on these improved character of hogs than it could have been upon the character of hogs than it could have been upon the character of hogs which existed here in 1916, when you first came here?
A. I think it would be easier to sell the products, but I

could not answer the question definitely. I don't know anything about the packing business.

Q. Now, going back to the sales, and this organization which you have spoken of; what was the first one that you were in any way connected and where was it organized?

A At Florala?

Q. In this county?

A. Yes, at Florala.

Q. When was that?

A. In the winter of 1918 and 1919.

Q. Where was that? I mean when was that? Can't you be a little more definite than that when you started to organizing it?

A. I wont be certain just when it was.

Q. It was sometime during the year 1918 and 1919?

A. I said the winter of 1918 and 1919. The month I do not remember.

Q. Tell me about this, how did it start out at first?

A. These fellows, these farmers around Florala, the lower edge of this county, and the upper edge of Florida, there

1725 were no buyers there, and few if any had hogs in carloads and I went to Auburn and got the state marketing agent to call these fellows together, and talked to them and told them what they would have to do, to ship the hogs co-operatively, and stayed out there, and we went in and graded the hogs and weighed them up and put them in pens according to the grade, and then auctioned them off that afternoon and that was the first sale, and I believe a local man bought them.

Q. What do you mean by a local man bought them?

A. It was two local men I believe, two Florala men.

Q. And who were those men?

A. Mr. Hughes and Mr. Cannon.

Q. And what did Mr. Hughes and Mr. Cannon do with them?

A. Shipped them and sold them. I don't know where they sold them. They did not sell them at Andalusia. I know that.

Q. Do you remember how many hogs were auctioned off there at that time?

A. I think about three carloads the first sale.

Q. Did you find this to be a pretty successful way of enabling the farmers to get rid of the hogs, or to dispose of them?

A. Where they had no other means of marketing them, it was the only way the little farmer could sell them.

Q. And are you still having those sales, or this sales association at Florala?

A. They have a sale of some sort there, yes.

1726 Q. And what other associations are there in this county?

A. We have an association at Opp.

Q. Where else?

A. That is all.

Q. How long had the association at Opp continued?

A. Two years.

Q. How long has it existed?

A. Two years.

Q. When was it organized, as nearly as you can recall?

A. In the fall of 1919.

Q. Were you one of the organizers of the Opp association?

A. I did the same thing there that I did at Florala, the city talked the proposition over with the men and they got me down there, and we showed them how they ought to do it, and then they elected their officers, and we met them long enough to show the men how to grade the hogs, and how to weigh them. I say "we," I mean the state marketing agent, and when they got to where they could handle it themselves, we were through with it.

Q. And you and your association was practically the creators of the sales association or selling association?

A. How is that?

Q. You and your association was practically the creators of the hog selling association?

A. I don't know how you take it. I would not answer yes or no.

1727 Q. You brought the idea to them?

A. Yes, sir.

Q. And helped to carry it out?

A. Yes, sir.

Q. And they realized the advantage of it, I mean that the farmers worked with you to bring about the associations?

A. Yes, sir.

Q. And they were very successful and very beneficial to the farmers?

A. Yes, sir.

Q. And have been carried on from time to time down to the present?

A. I have not attended all of them. When it was convenient and when they asked me to be there I attended them.

Q. I did not suppose that you attended all of them, but you have attended them from time to time?

A. I have attended some of them, yes.

Q. What buyers appeared to buy at those sales?

A. Well, each time that I have been to them, I always did have a bid from Swift & Company.

Q. You mean that you have bid for Swift & Company?

A. No. I didn't say that. I said they had a bid there from Swift. I said we had a bid there. That is, what they were worth at Andalusia. I got the market for them here and at the Montgomery stockyards to. I want you to get this straight now.

1728 Q. Yes. I want to get it straight?

A. Mr. Wright at Opp, and Mr. Clark were two men who bought there several times. There is a hog company at Kinston, I forget the man's name, and there is a buyer who lives at Greenville who has been buying for the Cuban market has had bids there several times. He had nothing to do with these bids on the hogs. That is the part I wanted you to get straight.

Q. Did Swift & Company have a salaried buyer at any of those sales?

A. What?

Q. Did Swift & Company have a salaried buyer at these sales?

A. Not that I know of.

Q. One of their employees, a buyer there?

A. Not that I know of.

Q. Well, did they get any other bid for those hogs bought at those sales?

A. The stock men there—I just answered that they did not.

Q. They did not?

A. No, they always had Swift & Company's prices there too, to see whether or not,—to determine what the hogs were worth on the ground.

Q. Who is that?

A. The sales manager.

Q. Who is that you mean had several prices; you mean those who were conducting the sale took the precaution to

get the prices from Swift & Company at Andalusia
1729 and any other concerns they could?

A. It was the sales manager's business in the hog sales, and it was my business in my work to help the farmer to find out what his hogs were worth on the ground that it could be compared with all the markets from Chicago to Andalusia.

Q. I think that is clear. I thank you. I assume your relations are very cordial with Swift & Company, and with the employees of Swift & Company; is that correct?

A. My relations with Swift & Company is just the same as with any other institution in this county, such as the banks, or the Chamber of Commerce, or the big business men, or the little business men.

Q. You come in contact with the head of the department quite frequently, in all the various works you have spoken of, did you not?

A. Any work that I have to put through I have to have all the fellows to help me.

Q. Did you ever ask them to send buyers around to those sales?

A. No, sir.

Q. The more buyers you have at the sales the better the competition would be, wouldn't it?

A. I don't know. I had seen hogs, where there was just one or two buyers that brought above the Montgomery prices. I cannot say that the more you get the better the competition is.

Q. If the buyers really wanted the hogs the better
1730 the prices would be, wouldn't they?

A. Well, I will explain the question a little. A hog at Andalusia or you might say a hog at Andalusia and at Opp has the same value on him, and when you get much above, you are not going to get anybody to go much above that price, if you get to that price, and we always had our own means of getting them to where the price was offered.

Q. Anybody who wanted the hog would go to the market price, wouldn't he?

A. Oh, yes, sir.

Mr. Taylor: That is all.

Redirect Examination by Mr. Prestwood.

Q. You always had Swift & Company's prices at the sale?

A. They were always very glad to give us the prices, yes.

Q. I say you always had their prices at the sales?

A. Yes, sir, all I ever attended I had their prices, and I understand the sales manager had them when I was not there. That is one of the legs they base the value of the hog upon.

Q. And Swift & Company quotes daily prices?

A. Yes, Swift & Company quotes daily prices.

Q. On all grades of hogs in this section, and all seasons of the year; is that right?

A. Yes, sir.

Q. I believe you testified the spread of the prices,
1731 according to your observation, has been something like two cents under the Chicago market?

A. To the pound, yes.

Q. Now, Mr. Taylor asked you if a packing house could be run more profitably with a better grade of hogs than it could with the kind we originally had here. You said you didn't know about that. I will ask you on the other hand, other side of that question, if it is more profitable to the farmer to raise the better grade than this kind that we did have?

A. Sure. Sure.

Q. Now you spoke of the fact that we were going back into the hog business again since the slump in 1920.

A. Yes, sir.

Q. And we had you say, something like,—what did you say? Fifty—

A. Now here?

Q. Something like fifty or sixty thousand now?

A. I think so, yes.

Q. And a large number of those, Mr. Wilson,—they are pigs and not ready at this time for the market?

A. Yes, sir, the larger per cent of the hogs right now,—you have practically the same condition now as far as the per cent of breeders and small pigs is concerned that you had in 1916, in the beginning of 1916.

Q. A large per cent are pigs and not ready for market?

1732 A. Yes, sir.

Q. I mean now?

A. Yes, sir.

Q. At this season?
A. Yes, sir.
Mr. Prestwood: That is all, I believe.

Recross Examination by Mr. Taylor.

Q. I want to ask you, Mr. Wilson, with regard to the spread of prices, what was the source of your observations and conclusions?
A. How is that?
Q. You testified about the spread which had prevailed at various times since you came here. Let's go back to 1916. What did you say the spread in prices then was between Chicago and Andalusia?
A. The difference between Chicago and Andalusia must have been or was from three to five cents.
Q. What observations did you get? Where did you get this information from? What did you examine?
A. I took the Chicago prices in the daily papers, their quotations of the big markets, and then note what the hogs bring.
Q. Take a given time in the year 1916, say the 1st of July; if that is a fair time, and if not, take any other date. Would that be a fair date to take, or would it be better to take the month of November, the first of November, or the end of
1733 November. What would be a fair date to take to make a comparison between the prices?
A. If you make the comparison right you have to take it through the year.
Q. You have to take a particular date?
A. Take November 1st.
Q. November 1st, 1916? What was the Chicago price on hogs?
A. I don't know.
Q. Well, about where was it?
A. I don't know.
Q. What was the Andalusia price?
A. I don't know.
Q. Did you ascertain what the prices of either was at that time?
A. Not on that particular date, as far as I remember.
Q. Do you know any day you did ascertain it. I will give you all the latitude you want?
A. I answered the question as plain and as definite as I

could. It was not my business to figure out the hog prices from day to day, not every day, but I know from a comparison of the figures what I gave you is approximately correct. Not the definite figures.

Q. I want to find out what your knowledge came from, and I am entitled to do that?

A. I will tell you how we get it. If hogs are worth, in the Montgomery Advertiser, quoting the Chicago prices for yesterday, nine cents for today, in Chicago, and the prices
1734 here would be seven cents for hogs, and I know that is two cents difference. I know that is hard common sense. And I know that impression became stamped in my brain, but as to a particular time, I do not know about it.

Q. So is is merely an impression?

A. It is a correct impression.

Q. How correct was it? What were the prices? Let's get at the details of it

A. If you give me the Chicago prices on that day, I will tell you what the Andalusia prices were; the relative prices; but I do not remember the prices.

Q. I am not here to testify, but you are brought here as an expert to testify, and I asked you what the spread was, and I want the source of your information?

A. And I have given it.

Q. Would you put your impression, which you say is an absolutely correct impression, against the records?

A. How is that?

Mr. Taylor: Read it.

(The question was read.)

A. From the records is where I got my information or my impression.

Q. The records must be as your impression now recalls it, regardless of what the records would show at the present time; would you say that?

1735 A. Let's have the question.

Mr. Taylor: Read it.

(The question is read.)

A. My impressions made from the records of the prices, the relative prices, between the hogs bought at Andalusia and at all times from 1916 up to now compared with the prices paid in Chicago; as to any particular date, I cannot answer it.

Q. Have you got those records which made these impressions?

A. No, sir.
Q. What did you do with them?
A. The daily papers, these records were, and as any other daily paper, they were destroyed.
Q. Now, I want to know just how much was the greatest spread between Chicago and Andalusia prices during the present year of 1921, at any time, the greatest?
A. Around two cents.
Q. Around two cents?
A. Yes, sir.
Q. What do you mean by "around two cents"?
A. Possibly half a cent above or a half a cent below.
Q. Well, would you say the greatest was two and a half cents?
A. I think so.
A. Yes, sir.
Q. And the least spread during the year 1921 was what?
1736 A. Say a cent and a half.
Q. A cent and a half?
A. Yes, sir.
Q. Now then what is the greatest spread in 1920, during the year 1920?
A. I don't remember those things. I cannot answer it definitely.
Q. You came here to testify about it?
A. Yes, but when you get into figures, I am not an expert on figures. That is not a part of my work; that naturally is the impression I got, and I think it is about correct but I can't give it to you definitely.
Q. That is exactly what I wanted you to admit?
A. I said my impressions were correct, but the exact figures I do not remember.
Q. What is your impression as to the greatest spread during the year 1920; your correct impression?
A. Let me give you the whole number of years again?
Q. No, 1920?
A. The variation has been from three to five cents, up to about two cents a pound. It has been coming this way.
Q. I will give you an opportunity to give it in detail, as the correct impression exists?
A. The hog markets vary at times.

Q. That is what I wanted to find out?

1737 A. At times the Montgomery market paid more for number two hogs than Chicago paid for number one, or for number three hogs than for number one in Chicago.

Q. The man who bought them paid more in Montgomery for number three than in Chicago for Number one?

A. That is known to happen, higher on number three than number one on the same date, on account of competitors.

Q. Coming backing to Andalusia, tell me what is the greatest spread between Chicago and Andalusia prices in the year 1920?

A. I cannot answer it.

Q. Have you any idea at all?

A. No, sir.

Q. Now, for the same year what was the lowest spread during the year 1920?

A. I can't answer it.

Q. You have no idea at all what it was?

A. I cannot answer it.

Q. Now, take the year 1919; what was the greatest spread between Chicago and Andalusia prices?

A. I wont answer that either. I can't answer it. I can't give you that.

Q. Haven't any idea at all?

A. I have an idea but can't give it definitely enough in figures; you have got to take the figures to do what you are talking about. If you will give me the Chicago prices

1738 on any date I will give you an idea of the Andalusia prices.

Q. Take 1919; what was the spread, the least spread?

A. I don't know.

Q. Any idea at all?

A. I have an idea. I am not going to give it in figures.

Q. You wont swear to it. You dont want to testify to it. Now, take the year 1918; what was the greatest spread?

A. It is ditto. Get back to 1917, and then I will give it to you.

Q. You have no idea of the lowest or greatest,—the least or greatest spread in the year 1918?

A. No, sir.

Q. Is that correct?

A. I have an idea, but it is not in figures.

Q. It is not sufficiently definite so you want to testify to it here?

A. Yes, if you want to pin me down on it exactly. You understand.

Q. I thought that all along. Now, we get down to the year 1917; what was the greatest spread?

A. About four and a half cents.

Q. Between Chicago and Andalusia prices?

A. Yes, sir.

Q. And for the same year, what was the least spread?

A. Around three, two and a half to three.

Q. The least would be two and a half, wouldn't it?

1739 We are getting the extremes?

A. More than two and a half.

Q. The least spread was two and a half?

A. Yes, sir.

Q. How about 1916?

A. I do not remember, I did not pay much attention to the hog market in 1916. I was treating hogs then.

Q. You do not remember as to the greatest or the least?

A. No, sir.

Q. Now, take this wide spread you spoke of in 1917; what part of the year was it?

A. In 1917?

Q. Yes?

A. The greatest spread, it is through the heavy running months.

Q. That is along in November, 1917?

A. I say through the heavy running months.

Q. Along about November and December, 1917?

A. When you get the lowest stocks on hogs.

Q. What time was the least spread of two and a half?

A. How is that?

Q. What time of year?

A. Generally speaking in the spring and summer.

Q. May have been July?

A. I can't say.

Q. When would you say the spread of two and a

1740 half cents in 1921 was?

A. November and December.

Q. Rather, that is when it will be?

A. Would be, yes.

Q. You are talking about what is going to happen?

A. I am answering the questions in a general way from my view points, and those are general answers I am giving you.

Q. I assume from some of your answers that they have been based upon the assumption that there was an increase in the slaughtered hogs by Swift & Company since their taking over of the Andalusia plant; is that correct?

A. Yes, they increased the number of hogs slaughtered.

Q. Just how big an increase did you have in your mind in answering the questions?

A. I don't know. I cannot answer as to the per cent. It has been considerable.

Q. Well, did you have a hundred per cent increase?

A. Hardly that much.

Q. Go as high as seventy-five per cent increase?

A. You are trying to pull me back into figures again, and that is a thing I am not going to answer definitely; I know there was an increase, I would say fifty or sixty per cent. That may be wrong. I know there has been an increase, and a considerable increase, and how much that increase has been I cannot say.

1741 Q. It might go as high as a hundred per cent?

A. I said that I did not think it would go to a hundred per cent.

Mr. Taylor: That is all.

Redirect Examination by Mr. Prestwood.

Q. Now, Mr. Wilson, as farm demonstration agent it was a part of your duties, so as to be able to inform the farmers, to stay in touch in a general way with the markets, was it?

A. Yes, sir.

Q. And you did stay in touch by reading the daily papers?

A. Yes, sir.

Q. By noticing the market quotations of the various centers given in the daily papers you knew what the market prices were and from that information, why, your recollection as an expert is as you have stated heretofore?

A. Yes, sir.

Q. Mr. Taylor: Did you expect to get more definite information out of the witness than I did.

Mr. Prestwood: That is left for the Commission later on to say.

Mr. Taylor: Is that all?

Mr. Prestwood: I believe that is all, Mr. Wilson.

Examiner Sadler: The witness will be excused. Take a recess until one thirty.

(Witness excused.)

(Recess taken until one-thirty P. M.)

1742 J. L. THWEATT, called as a witness by the respondent at Andalusia, Alabama, on July 28, 1921, testified in substance as follows (pp. 4018-4029):

That he is at the present time manager of the Andalusia plant and district manager in charge of 12 branch houses of Swift & Company with headquarters at Montgomery; that it is the practice of Swift & Company to send out bids to hog sales in that section of the country where they have notice or are requested to do it; that there is not enough live stock in this territory to keep the Andalusia plant running 12 months in the year; that it would require 5 years to develop the country sufficiently under a campaign that Swift & Company are carrying on to develop live stock raising; that at the present time the plant can operate successfully for 3 or 4 months of the year; that the Andalusia plant has been operated at a loss for the last 3 years; respondent's exhibit #23 shows the profit and loss of Swift & Company's operation of this plant for the years 1917 to 1921 inclusive; respondent's exhibit #27 shows the original investment and what has been expended since then.

Cross-Examination.

That the bids that were sent out to the hog sales were an offer for all the hogs at the particular co-operative sale, FOB Swift & Company's plant, subject to Swift & Company grades; that hogs were sold to Swift & Company as a result of these bids; that the wires containing the bids were signed "Swift & Company"; that the manager of the sales shipped them in.

1743 T. E. HENDERSON was hereupon called as a witness, and being duly sworn, testified as follows:

Direct Examination by Mr. Prestwood.

Q. Mr. Henderson, what connection did you have with the Andalusia Packing Company?

A. I was president of it from its organization.

Q. Up until the time it was sold to Swift & Company?

A. Yes, up until the time it was sold to Swift & Company, July 24, 1917.

Q. And as president, you also had the active management of it, did you?

A. Principally so, yes.

Q. Now, during the time you did operate this plant, I will ask you if you did not operate it on a rising market all the time?

A. Yes; that is very largely true except January 1917, or May 1917—I think the market was a rising market from the time we started, a slightly rising market, before January 1st, and after January 1st it was better.

Q. Now, Mr. Henderson, do you know of any acts on the part of Swift & Company or any of its agents where they used any unfair means to bring about this sale?

A. No.

Q. Were you willing to sell?

A. Yes, I was willing to sell; I tried not to let them know it.

Q. That was the sentiment of the principal stockholders in the plant also?

1744 A. Yes sir.

Q. Now, after they acquired this plant, Mr. Henderson, do you know of any acts on their part or their agents to suppress any competition?

A. I never heard of it.

Q. In the buying and selling of live stock or the selling of the manufactured products?

A. I never heard of it.

Q. I will ask you in your judgment whether or not this section of the country was benefited or injured by the purchase of this plant by Swift & Company?

A. I regard it as being benefited.

Q. And you have a reason for that?

A. Yes.

Q. What is it?

A. Well, they were more capable of conducting the plant in a financial way and by experience than we were. And the possibility of the plant being run indefinitely was greater under their operation than under ours, because we felt that we might have a financial reason sometime for closing it, and they would not.

Q. Well, the only way you carried on the operations dur-

ing the time you did was by personal endorsements of you and a number of stockholders?

A. I think practically all the money we operated on
1745 was carried on the personal endorsement of eight or ten or six or eight or ten stockholders.

Q. All of you had small holdings in the company?

A. The largest individual holding, I think, was about seven thousand dollars.

Q. And it was scattered through something like two hundred stockholders that owned the stock?

A. I have forgotten how many, but it was around two hundred; there might have been more or less.

Q. And it was all in small blocks, that is, the stock?

A. Yes sir. And from the organization on, eight or ten men had to carry the financial responsibilities of the two hundred.

Q. What is your judgment as to whether or not that plant could be sold locally here now or in this territory?

A. I don't think they could sell it at all now to anybody in this section.

Q. Swift & Company have enlarged it, have they?

A. That is my information.

Q. Well, you know that?

A. Yes, they enlarged the plant.

Q. By looking at it?

A. Yes sir.

Q. In your judgment as a business man, do you believe that any other packer could be interested in this plant to pay the original investment of Swift & Company in it as it stands now; that is, the investment in purchasing it and the improvements that they have made?

1746 A. Basing my answer upon the experience of other packers at other points, and the condition of the plant at that time, I don't see why they would want to buy one when they have some closed up elsewhere.

Q. The other packers?

A. The best of my information; I don't know of my own knowledge, but I have been told they are closed.

Q. You have been reliably informed?

A. Yes sir.

Q. You would say, would you not, that Swift & Company is in a better position to carry on the development of this plant in this section of the country along the live stock lines

than any other company would be on account of their having been here four years and understanding the territory?

A. Well, they have got three or four years the advantage of the other fellow, by connections and otherwise and the relations with the people, and the other fellow would have to get that if he came in; and it strikes me that they would be in a better position than anybody else.

Q. Now, have you had any observation as to whether or not the other packers since Swift & Company have owned this plant have been more active in this territory in the sale of their products?

A. Well, I have not been connected with buying the products, and of course personally I could not say of my own knowledge about the activities because of not being di-
1747 rectly connected with the purchase of packing house products, and I don't know.

Q. Now, you said awhile ago that you did operate the plant during the time before the Andalusia Packing Company—that you operated it on a rising market?

A. Yes sir.

Q. Practically all the time?

A. Yes sir.

Q. Up until the time you sold it?

A. Yes sir.

Q. And if that had been just to the reverse and had been a falling market, why, what would have been the condition of the Andalusia Packing Company?

A. Well, that is only problematical, you know. The loans would have been called in as fast as they matured, and some of the endorsers would have had to make good some of the obligations. That is all.

Q. Well, the company could not have stood very much loss, could it?

A. No sir.

Q. It had its capital invested in the plant, had practically all of it invested in the plant?

A. Yes sir.

Q. And the capital to operate on they had to borrow?

A. Yes sir.

Q. About how much borrowed money did you have to use?

1748 A. The maximum amount?

Q. Yes?

A. (No response.)

Mr. Taylor: I think the record shows all of this.

Mr. Prestwood: It will?

Mr. Taylor: At least, will show the amount of borrowed money at this time.

Mr. Prestwood: I have not been present all the time.

Q. What is your recollection about it?

A. What is my recollection?

Q. Yes?

A. Well, of course it is my recollection, the best that I remember, that around three hundred or three hundred and fifty thousand dollars was the maximum.

Q. The maximum?

A. Yes, sir.

Q. At one time?

A. Yes, it might have been more or less. The figures which give a detailed statement of the exact amount are here, as far as that is concerned.

Q. How is that?

A. There is a detailed statement showing that in the record or in the files.

Q. There is?

A. Yes, sir.

1749 Mr. Horton: May I examine the witness a moment?

Examiner Sadler: Yes.

By Mr. Horton: Q. Mr. Henderson, whether or not you had made any money up until January 1, 1917?

A. You say whether or not?

Q. Yes, had you made any money up until January 1, 1917?

A. With regard to the statement of January 1, 1917, my recollection is that we had not made any appreciable amount of money or practically none, if any.

Q. Then when the statement came out just prior to the sale of the plant you did show a surplus?

A. Yes.

Q. Is that true?

A. Yes, sir.

Q. It showed a surplus?

A. Yes.

Q. In your opinion what caused it; what was that due to in your opinion?

A. We had a rising market.

Q. You had a rising market?

A. From January to May 1st, a rising market.

Mr. Taylor: Is it understood that this testimony continue under the same stipulation as to witnesses heretofore examined?

Mr. Horton: Yes.

1750 Q. Whether or not you carried considerable product on hand during that time?

A. Yes, sir.

Q. Do you remember what it was, what the product was?

A. Not definitely; my best recollection, something over a million pounds of stuff.

Q. What class of product?

A. Sweet pickled meats, and dry salt meats, and lard.

Q. Now, Mr. Henderson, when you made the representations to Swift & Company, with a view of selling this plant, was the object or not to sell them the plant, as distinguished from the stock, or was the idea to simply sell the plant as a going concern?

A. Well, I know I don't know, Mr. Horton, that is, I dont know that it was ever discussed, all I had in mind was to sell the thing, lock, stock and barrel and get rid of it. That is the only idea I had.

Q. That was your idea?

A. Yes, sir.

Q. You used the means of disposing of the stock as a purpose to that end?

A. That was more or less the motive I thought.

Q. And if Swift & Company had wanted to buy the physical assets you were willing to sell?

A. He could have bought any way he wanted, so we got the money.

1751 Q. Do you remember testifying in Birmingham?

A. Yes, sir.

Q. And this question was asked you, whether or not you sold the product on the Birmingham market for the same prices as the hard northern hogs, sold for, and what would you say to that question?

A. I would say we did not get as high prices for our products on the Birmingham market as the other packers got for Western hogs.

Q. You state it was a lower price or prices?

A. Yes, sir.

Q. Would it depend somewhat on the market conditions there?

A. The market conditions would alter it some, to some

extent. We had to sell our stuff for less money. That is what Mr. Allen always told us, verified by the prices submitted to us by him from time to time.

Q. These three books,—do you recognize this as a part of the records of the Andalusia Packing Company.

A. That is the same form we used. Of course the typewriting, I can't recognize it, but I recognize these figures; this here is the handwriting of Walter Davis, our bookkeeper. I will say that is his.

Q. Would you say these books, from your examination, were the same?

A. I dont know anything about that now. They
1752 used records like that down there. I had nothing to do with the books.

Q. In your best judgment are those the records of the old Andalusia Packing Company?

A. Take a piece of paper, and a typewriter, and it is pretty hard to identify it. The dates, Allen & Company, and Clark & Company, and all that in there would indicate they are the books we used; consignment books.

Q. It would?

A. Yes, sir.

Mr. Horton: That is all. I would like to have those marked for identification but you need not stop to mark them now. Mr. Henderson is anxious to get away.

Mr. Prestwood: I want to ask him another question.

By Mr. Prestwood: Q. What effect, Mr. Henderson, would it have on this section of the country if Swift & Company should for any cause cease the operation of the plant here?

A. I would it as having a very detrimental effect.

Q. I will ask you if in your judgment as a business man, if the fact that Swift & Company came in and purchased this plant has stimulated confidence in all lines of business in this section of the territory?

A. Oh, yes, sir.

Q. Would you say that the people generally throughout this territory are well pleased with Swift & Company's operation of it?

1753 A. Generally, generally speaking, yes.

Mr. Prestwood: That is all.

Cross-Examination by Mr. Taylor.

Q. Mr. Henderson, I believe Mr. Prestwood asked you what would be the effect if Swift & Company should cease operations. You answered it would be very disastrous?

A. I said I would regard it as being very detrimental.

Q. Thank you. Now I will ask you what would be the effect if Swift & Company were to cease operations but the plant were to be carried on and operated just the same?

A. Well, if it was operated by some financially successful concern, I don't see where it would be much difference, if any.

Q. You say you operated on a rising market for a year. You as a matter of fact you know that Swift & Company operated on a rising market for three years after that, didn't they?

A. I have not kept up with the market since that, with the market declines since they had the plant, but since they had it the market has been up and down, both ways.

Q. The general trend though was up until about a little over a year ago, wasn't it, along about probably May, last year?

A. They had a pretty good market during most of the war.

Q. I would like for you to compare, if you recall, the retail prices on pork cuts, at the time you sold out to Swift & Company in July, 1917, with the retail prices today?

1754 A haven't any recollection, nor the figures before me to make the comparison. My recollection as to the rising market is simply this, when we had the inventory of January 1st made we showed no appreciable gain, if any, but when we made the inventory the 1st of May, by the application of the current prices, of May 1st, and beyond, we had shown a profit of some fifty thousand dollars.

Q. No. I am not talking about that. I am talking about the retail price of meats today, and in July, 1917?

A. I beg your pardon. I didn't get it just that way. I dont know what it retails for today.

Q. In your best recollection, about the same retail prices as they were in July, 1917, aren't they?

A. I don't know; I dont know what they bring today.

Mr. Taylor: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

Examiner Sadler: The books will be marked Respondent's B-19, 20, and 21, respectively, for identification.

(Thecrupon the books were so marked.)

Mr. Prestwood: We wanted to reserve the right to introduce later some documental evidence in the form of some objections as a part of our offer today. We haven't got them ready now. We cannot offer them now, but we wanted to reserve that right before your honor finally closed the
1755 hearing. Then we could put them in wherever you say.

Mr. Taylor: I consent for them to be received at any time before adjournment, under the same stipulation, the testimony has been taken under.

Mr. Prestwood: You mean, Mr. Taylor, before adjournment? I think they can be attached as exhibits. We will send them to the Examiner and he will submit them to you all.

Examiner Sadler: Why not send them to Mr. Horton and let him introduce them for you folks?

Mr. Haycraft: Why dont you offer them now and send them to the Commission any time before the case is submitted?

Mr. Prestwood: That is what I am trying to do, to offer them now, and to get them to you later. Counsel might look over them. They might be introduced under the agreement, that is, a part of the program that we have been carrying out the two days past.

Examiner Sadler: I will say that the objections will be received under your agreement with Mr. Taylor, and marked as exhibits after they are received.

Mr. Prestwood: That is all right. You mean his agreement to exclude?

Examiner Sadler: His stipulation.

Mr. Taylor: I wanted to know if they came under the stipulation; that is the only thing I was particularly interested in.

1756 Mr. Prestwood: In conclusion, Your Honor, we want to thank you, on our part for your courteous treatment. We certainly have no cause to complain. We certainly hope, when the Commission settles down to business, and those gentlemen see what the sentiment is down here, that they will let us alone, and let us go on developing this country, on account of the very cordial relations existing between the present operation and the community at large.

We want to thank you again for your nice, courteous treatment to us all during this examination.

Examiner Sadler: I will state that I appreciate your remarks, and I want to thank you gentlemen for the way you have conducted your examination.

(At this point in the hearing Mr. J. Morgan Prestwood and Mr. W. H. Albritton withdrew.)

1757 H. H. McKEE was thereupon recalled as a witness, and having been previously duly sworn, testified further as follows:

Direct Examination by Mr. Horton.

Q. Mr. McKee, I believe you have previously testified in this case?

A. Yes, sir.

Q. How many years experience have you had in the packing business?

A. Twenty years.

1758 Q. How long have you been at the plant?

A. Since March, 1918.

Q. Have you been connected with the operating end or the sales end, or both?

A. Both.

Q. I would like for you to state in your own way, and in your own words, what you find as to the quality of the hogs in this vicinity with reference to their value, as compared with Western hogs?

Mr. Taylor: We object to the question as being irrelevant and immaterial.

Examiner Sadler: The objection will be noted.

Mr. Horton: Mr. Taylor, might we not have a stipulation similar to that which was extended to the attorneys who have conducted the hearing in this city, with reference to the objections? The attorneys referred to are Messrs. Albritton and Prestwood.

Mr. Taylor: Let the record show that after discussion between counsel, it was agreed that both parties might proceed until further arrangement, to offer such evidence as to them seems proper, and that any evidence offered and received in the record should be subject to an objection which may be hereafter made by either side, on the ground it was

either irrelevant or immaterial, but any objections to the form of the questions should be made at the time the
1759 questions are asked.

Mr. Horton: That is all right.

Read the question.

(Question read.)

A. I find in comparing the soft and oily hog which is raised in this section, and which constitutes ninety-five per cent of all hogs, slaughtered at this plant, since March, 1918,—which was the time I started here, that it does not compare in quality no wise as compared to the corn-fed hog. I find that they are soft, and it is very hard, and in fact, it is impossible to trim them, to trim the different cuts from these hogs so as to present the proper appearance on the market when sold as a finished product which makes it merchantable. I have had some experience in cutting up hogs for the past seventeen years, and have made every effort possible to find out some way whereby the soft and oily hog, can be trimmed so as to hold their shape, and compare, when they are on the market, as a finished product, with the Western cut. On account of it being soft and oily, if the cuts are cured through either the sweet pickle cure or the dry salt cure, and smoked, they show up very bad, regarding their appearance; they become ragged, and the hams has not got the neat trim and appearance that the corn-fed hams has; that is, the ham produced from the corn-fed hog. It is my idea that it would be physically impossible to trim those cuts so as to make them compare favorably with hard hog cuts.

1760 Q. Does that affect the commercial value of it?

A. It certainly does. I find it is a serious objection that the trade has to our cuts which are made from the soft and oily hogs. To demonstrate the point, take, for instance, a ham from a soft and oily hog, after it comes out of the smoke the butt and fat side of the ham will drop from one to two inches out of its place, which makes, particular the first slice off the ham undesirable, and no one would want to purchase it. You take a ham from a hard hog, and the first slice off the butt of the ham, if they want to slice it, is perfect, a perfect slice practically. On hams, you have to cut a pound or two pounds from a ham made from a soft and oily hog before you get back to where you will get a uniform slice. The same is true as to the bacon. Hams and bacon made up a large percentage of the hog when it is dried—when it is manufactured into the finished product. So

much for that. We find also that the soft and oily hog does not yield within two or three—the yield of the soft and oily hog is two to four per cent less than the same weight hog,—the same weight as regards fatness. Yields that much less than a hog raised and fed to produce firm pork. The records as a matter of fact show that. That alone makes a difference in the live prices between the soft and hard hogs, of fifty cents per hundred pounds live. We also find in the hogs, soft and oily, whether fed peanuts or acorns as they do in
1761 Arkansas,—and I have had some experience with the soft and oily hogs in St. Joseph, before coming here, and we found the hogs are affected with parasites, such as kidney worms, and what we call parasite livers, and they are affected in such a way as to cause a good percentage of the killing fats to be condemned by the Government inspectors as not being fit for edible production and it has to go into the inedible tanks, and naturally causes a loss as compared to killing hogs that are not affected that way. A loss from the killing fats from the fancy meats is bruises and abscesses, and we find more on the soft and oily hogs than the hard hogs. And the bruises and abscesses are not the only losses in the weight of themselves, but in removing the bruises from the hogs, you disfigure a ham, or belly, or whatever cut it is, and it throws it from a number one cut into a number two cut, and the market prices on the number two cut, run as a rule around two cents under the number one cuts. We find a percentage of the hogs affected with the bruises, that the loss on them, and the loss on the killing fats, and offal products makes up anywhere from fifty to seventy-five cents on the hundred pounds live weight. It varies, of course; and in some cases, as for instance, you may run along for three or four days and not run into a great many bruises on hogs, and might find a week's kill without running into a considerable number. It depends a great deal on the section of the coun-
try in which they are raised, and on the way they are
1762 raised. We have noted some improvement along those lines since we have been here. We find a great deal of it was brought about by visitors going through our plant and here and we call their attention to the bruises on the hogs, and we also call their attention to the same thing in cattle, and they have readily seen that when a man strikes a hog with a fence rail, or kicks it with his foot, or punches him with any rod or anything that we may have in his hand, and they have seen the damage, and they are getting away from

that, and the quicker that they get away from that, as we call their attention to it, they alone will receive the benefit of it, because the cleaner the hogs come into the plant, the cleaner they are when they go off the killing floors, and the freer from bruises, the more value we will get and that in turn goes back to the farmer.

Q. Could you distinguish the extent of the bruises on the live hog in all the cases?

A. It is impossible to tell, whether a live hog is bruised unless it shows an enlargement in some part. The bruises I speak of would be impossible to tell, from looking at the hog, and on the killing floor, as soon as we get into it, it is cleaned on the killing floor.

Q. How about a cut in a hog while he is live, in his carcass?

A. You could detect those in live hogs if they were large enough perhaps, but the per cent that are noticeable on the live hog of cuts is not very great. Most of them are
1763 small bruises. I might say that I find lots of cases where bruises no bigger than a quarter, the surface of the bruise don't show larger than a quarter outside on the hog, and on the killing floor, as soon as we get into it, it is spread over an area of twelve square inches. It seems as though the bruise spreads through the tissues of fat. That almost damages the cut and makes it worthless as far as marketing it as a cut; it has to go into the sausage material, and that is always at a loss of as big on the average as ten or twelve cents a pound. We find quite a number of cuts we have to do that with.

Q. Now, is this condition you speak of,—is that prevelant more or less, as compared with the hard Northern hogs?

A. You mean we don't find the condition among the hard Western hogs?

Q. Do you find the same condition in the hard hogs?

A. No, we would not find anywhere near the amount of bruises. You don't find out of a kill I will say of three thousand hogs you would not find five hogs with the kidney worms in a Western plant, and I am speaking from experience because I worked on the killing floors, and cut the hogs and split the hogs and I know personally that you do not find but a very few hogs that are affected with the parasites like you do in the soft hogs.

Q. In considering the market conditions down here, with

reference to the months of the year that the hogs come in; will you explain that to us?

1764 A. It is a fact that we kill from seventy to eighty per cent of our hogs in the four months, but it varies as to the starting time; last year our hog run did not start until January, and ended about the middle of March, and I mean by hog run the bulk of the run that was offered at that time; they were late in starting, which was caused from what we think on account of the decrease in the market price and the low price of peanuts, and they could not sell the peanuts for anything, and hogs were gradually coming down every week, and they simply kept the hogs until they could clean up the peanuts, which made the run start in January, and during that month and February we got the bulk of our hogs; but that was not so much of an advantage because we had to start to building up our hog killing gang along about the middle of November, and we prepared for the run, and were figuring that it would start the next day and always and keeping on and on and on, and in fact, we carried it along six weeks, and a great deal larger gang that than we necessarily would have carried, figuring that the run would always start the next week, and they did not start until January, and then they worked us to our capacity for the next nine weeks, and after that about the middle of March the run suddenly dropped off, and then it became a squabble, I mean a proposition in order to get the hogs.

Q. Have you gone into other territory other than this adjacent to Andalusia?

A. Well, we have stayed in a certain radius of An-
1765 dalusia because what we call a favorable shipping distance, but we have sent out quotations quoting our market and always keeping in touch with the shippers who had been shipping to us for the past two or three years, and we find the competition in buying hogs there are so many on the market buying hogs at a price of a quarter or a half for a hundred, take a great many hogs from us; and we stayed within what we knew the market was on them, and what we knew we could get out of them and what we could sell the hogs for. We could not go out and pay more money, but that is a fact that we did pay more money than we could sell them for at times, but we did not feel like we could go out and discontinue against the other buyers who wanted the other hogs and seemed to be willing to pay as much as Chicago was paying for the hogs in order to get them.

Q. Have you bought hogs on the Montgomery market?

A. We have bought some hogs on the Montgomery market, yes.

Q. Whether or not you are using your best efforts to get all the hogs you can to kill at this plant?

A. I will say—

Q. (Interrupting) At the market price?

A. I will say we have done more than that; I will say that the prices we have paid for hogs in the past eighteen months would indicate that we have been willing—at least we have been paying out more money for hogs than we could sell them for, or could hope to sell them for, knowing
1766 that there is a differential here between hard and soft hogs and that should be at least two or three dollars a hundred in order to take care of the loss in the low oils and the loss caused by excessive bruising and being affected by parasites which affects the killing fats and the offals and the excess of the shrinkage that we have in the cooler. The differential under which we have sold soft pork compared to the western pork, we have paid more money for these hogs that we have killed than we have been able to sell them for.

Q. You mean by that your hindsight justifies the proposition that your foresight was wrong?

A. You mean the reasons for it?

Q. I mean at the time you bought the hogs you expected of course that you could sell at least to come out even?

A. Yes sir.

Q. Whether or not you have been on a declining market for some time?

A. Yes, starting in July and August, 1919, which was the last high peak reached in the hog market, we have been continuously working on a declining market with the exception of two months when the prices steadied up about one dollar and fifty cents a hundred, up until the present month. That price has decreased from the average price during the months of July and August, 1919 of eighteen dollars and eighty-two cents in July, and eighteen dollars and eighty-five cents in August, until it has reached the average in price in June or five dollars and eighty something—I
1767 don't remember, it is not on this paper, but I know that is about the average, and it was practically a decreasing market continuously from that time up until date, with the exception as I say of one or two months in there, and possibly three, when the market steadied temporarily, but it was not up long enough to affect us.

Q. Since the low price of five dollars and eighty-seven cents in June of this year, has the market changed again?

A. For the past five weeks our market has been continuously rising, and today our market advanced to nine dollars and forty cents, which we paid for No. 1 hogs.

Q. That is per hundredweight?

A. Yes sir.

Q. Now, did you hear the testimony which was given in the court house today?

A. Yes sir.

Q. You did hear Mr. Taylor cross-examine certain witnesses, whether or not the price had advanced greatly while Swift & Company had the plant?

A. Yes sir.

Q. Since they bought it?

A. Yes sir.

Q. I will ask you to examine the Respondent's Exhibit No. 28 and No. 29, and say whether or not Swift & Company had ever had the benefit of the increase in the market as

1768 much as the Andalusia Packing Company had?

A. I would say on the face of the statement, no, which is the true condition which has existed since the purchase of the plant in July, 1917.

Q. Mr. McKee, I call your attention to Respondent's Exhibit No. 25 which shows the number of the head of hogs which have been purchased outside of the vicinity of Andalusia. I will ask you if you would have done that had you been able to secure enough hogs to supply the plant here in Andalusia?

A. No, we only purchase hogs on the outside which refer to Montgomery and Nashville markets to fill in when short of receipts from the local territory.

Q. I will ask you if that does not represent the maximum of an effort to get the hogs to run this plant?

A. It most certainly does.

Q. Now, Mr. McKee, are you familiar with the improvements that Swift & Company has made to the plant since 1917?

A. Yes sir.

Q. Since they purchased it?

A. Yes sir.

Q. I will ask you to state what has been done.

A. We have made numerous improvements, and I might state when we purchased the Andalusia plant that it was a

mere skeleton of a packing plant, and we had to improve it before we could successfully operate it and turn out
1769 the products up to our quality, and it was necessary to make practically all the improvements that we have made; it would not have been possible for us to have handled our business at Andalusia and work under the same system and with the same conditions about the plant as they were when we came here. To start with, we had to have more cooler space, to proper take care of and handle all of the meats, which cost a good deal of money; and in fact, in the main building we spent—I have a little note of it here—in the main building we spent sixty-seven thousand dollars, and I mean by the building, it takes in what we call the building is putting in insulated room. changing them from the outside temperature rooms to refrigerator rooms, which means cork for plastering them and putting in refrigerator pipes, and we also put in ninety-one thousand dollars worth of equipment in the main building which was practically the only building which was here when we came with the exception of a couple of small shops outside which did not have a total value of over five hundred dollars. Outside of the main building we have put in what is called a stock food plant and that is a plant that handles the tankage both from the edible and the inedible tanks, which dries it and makes it into what is called digester tankage. This building is also erected to take the stock water away which comes from the tanks after the product has been rendered, and they have gotten the grease also out of the product if it is edible product, and the water is conveyed from that down into what we call the 29 form
1770 we have, which means that degree solid, and then the stock is dried and ground into tankage, and that is necessary to erect this building in order to do that. We could not produce the digester tankage successfully unless we made the improvements, and the digester tankage is one thing that goes with a packing house.

Q. While you are on that I will ask you whether or not the stock food building and the digester tankage building was for the purpose of taking care of the ground products?

A. It was.

Q. So you could operate more successfully?

A. Yes sir.

Q. Is that products which would otherwise go to waste?

A. Yes sir.

Q. Now, please continue.

A. We also put up on the outside a fire protection system which cost around ten thousand dollars, which consists of fire hose and pipes, and we did that in order to get any insurance to speak of, on the fire improvements we did that for the protection of the plant, and we also erected dressing rooms and erected a restaurant, with the employees to serve meals, the number consisting of enough to make it necessary also to put up a building to take care of our supplies, and we put up machine shops and blacksmith shops and we put up feed houses to take care of the live stock carried from
1771 one day to another; and the improvements altogether we felt was a necessity to properly handle the business, and we also erected a new office building in order to take the employees out of the plant where it was not desirable to have them over in the plant where the office was under the old management.

Q. Were there any added office facilities at all?

A. There was not until we erected the new office; no.

Q. Now, have you made any improvement in the method of handling the products so as to get it out to the consumer in better condition?

A. Along those lines we have made quite an improvement, I would say; and I would say so simple because it seemed to be a case of almost riding the branch houses of our selling organization to dispose of the soft oily product when we first started, and we continuously worked with the idea of improving the appearance of it in making it more attractive when it reached the market, and I will state that we have made quite an improvement along those lines.

Q. Going back to the plant for a minute, have you improved your facilities for getting the meat into the cars in better condition?

A. We erected a vestibule loading dock which was very badly needed under the old management and under the first year of our operation; we had to load our cars by taking the chilled products out of the coolers and loading them off the platform where the temperature nine months
1772 out of the year averaged from seventy to a hundred and the products naturally when they went into the refrigerator cars, naturally they reached the market with not the right appearance that they now have, being loaded in continued refrigeration.

Q. And it was without these added facilities which the old plant, the old company worked with?

A. Yes sir.

Q. Did you put in a Sharp freezer?

A. There was no freezer at this plant when we came, and that is an improvement I failed to mention.

Q. What advantage did you gain from that, if any?

A. There are certain products such as fancy meat products, where it is necessary to have a freezer and where it is also necessary to have a freezer to properly carry over the product from one day to another. You may have some fresh pork which cannot be disposed of immediately, and by having a freezer it can be frozen and marketed in perfect condition; otherwise it would go on the market in not as perfect condition as it was by being frozen.

Q. And what effect did it have upon cured meats such as pickled hams?

A. It had this effect: by having a Sharp freezer and freezer storage, we could take a number of hams which was accumulated during the heavy season and Sharp freeze them and put them up in storage and then bring them back and thaw them out and put them in pickle in proportion to the amount of order we were going to have, that we were getting for the
1773 finished pickled products by taking all the hams and putting them into pickle during the three or four months that you kill practically all the hogs in, and we know no company could,—at least we could not, and it would be hardly possible for anyone else,—to dispose of the cuts as fast as they become cured. If you did it would mean that you would close the plant up to July 1st each year, and open about November. In order to have some products to sell during every month in the year it was necessary to install a sharp freezer to freeze the products so we could bring it back and put it in the curing process so we could have some products to sell each month. Otherwise, the names would be off the market for a while and the result would be that when you started to putting the next batch of he product back on the market it would be a new thing to the public you might say and you would have to establish it again to a certain extent, and if you did not handle it that way, you have to leave it in pickle and it would get old and finally sour. When it was put on the market if carried to August or September it would not be so hard to sell the trade, and we would be able to build up the business. The way the old company operated they sold sweet pickled meat, and I know positively, the records showed they had four hundred thousand pounds,

of sweet pickle on hand May 1st; we know it that most of it accumulated during January and February, practically five or six months previously. We know meats left in the cure that long does not compare with the products handled in a different way.

1774 Q. Is there such a thing known as bone sour in meats?

A. After a piece of meat is cured the right period, a certain number of days, it ought to come out of the cure; the pickle is not the place to hold the stuff, not the place to hold the product for storage.

Q. Are you familiar with the hogs raised around this territory?

A. Yes sir.

Q. Are you familiar with what is known as the razor back and the piney woods rooter?

A. Yes sir.

Q. Do they still exist in this country?

A. Yes sir.

Q. Whether or not you could go out and drive along the road and see some of them at the present time?

A. I would be safe in saying that I could take you ten miles in most any direction and have to shoo some out of the road to get by; I find that the case most every time I go out driving.

Q. I call your attention to Respondent's Exhibit No. 14, a pamphlet entitled Growing Hogs in the South, and I call your attention to page 8, where there is a picture of several hogs is portrayed. I will ask you whether or not the photograph is true to life?

A. Yes, it is.

Q. That is what is known as the razor back hog or range hog down here?

1775 A. Yes. I would like to mention we had some of these hogs as shown on the picture which would compare favorably with that exhibit at our fair last fall; alongside of the hogs in a pen, we had eight hogs raised out here on our demonstration farm which showed the extreme difference.

Q. By the way, what is your demonstration farm, what do you mean by that?

A. The farm was started for the purpose of demonstrating to the farmers in this section as to whether or not it was

possible to have green pasture for hogs to graze on twelve months in the year through this section of the country; and I think we are safe in saying that we have demonstrated that fact thoroughly, that it is possible to have the green pastures to graze the hogs on twelve months in the year in this locality, and we have also proven it by the hogs we have raised out there successfully that we have had no trouble in growing rotation crops, and it can be done on almost any farm throughout southeast Alabama.

Q. Whether or not you have showed your farm to visitors?

A. Yes sir.

Q. Whether or not visitors visit your farm?

A. I think at least ten thousand visit that farm, I will say, within the past fifteen months.

Q. Ten thousand people from this vicinity?

A. Ten thousand people from this vicinity.

Q. Whether or not those visitors are confined to this 1776 county or not?

A. Yes, the visitors come within a radius of a hundred and fifty miles.

Q. Now, what else has Swift & Company done to promote better live stock in this vicinity?

A. We have, through the management of this plant, we have met with several bodies of men from this section and town and counties, and have discussed with them what the benefits would be to the producers of hogs and to Swift & Company if better grades of hogs were raised, and what it would mean in helping us to establish a trade for the product produced from soft and oily hogs; and it would make a matter, as we have explained to them, it would make a proposition where it would make it much easier for us to improve the quality and appearance of the soft and oily cuts if they were from a better grade and a better breed of hogs; and I think we have demonstrated to a majority of the farmers, that is, a large percent who visited our plant, we have showed them cuts in the plant coming from a good, well developed hog, and we have showed them cuts coming from what you might term a piney woods rooter, and they could readily see that it would be physically impossible to develop the trade and establish a standard market for the products produced from these piney woods rooters; and they have made a wonderful improvement in establishing a better grade and quality of hogs in the past two

or three years. I think a large percent of that was nat-
1777 urally come about from what they have actually seen at our plant. We took them into the cellars and have showed them the thin dry salt belly from the piney woods rooter, alongside of the belly that comes from a well bred hog, and which has got good weight and thickness, and they could readily see we could get more cuts from a good quality hog much better than from the piney woods rooter.

Q. And whether or not you have placed any good live stock around in this section of the country?

A. We have placed some thorough-bred boars and gilts around through this section, and we have also placed some thoroughbred bulls, white faced herefords that have no doubt done a wonderful lot of good throughout this section.

Q. And chickens also placed—

A. We have placed thoroughbred Plymouth Rock chickens throughout this section and also ordered them for different people in this section, chickens from up in Iowa, thoroughbred Plymouth Rocks and White Leghorns and the ones we put out among the farmers at the plant, quite a number were brought back to the fair, and the folks who raised them felt very proud in being able to exhibit that class of chickens.

Q. Now, Mr. McKee, you had a long experience in the practical operation of packing houses. You are familiar with the conditions down here?

A. Yes, I should be very well familiar with them.

1778 Q. I will ask you to refer to Respondent's Exhibit marked "B"-9, for identification, which is also the same records that Mr. Thweatt brought to Birmingham on subpoena issued by the Commission there and marked Commission's Exhibit A 19 for identification. I would like for you to explain to us in a practical way what the record means with regard to a rising market.

A. Yes sir.

Q. Which Andalusia has gone through— First, I will ask you whether or not the record does not show the consignments made to J. W. Clark & Company and to E. P. Allen & Company?

A. It does, it shows the invoices to those, J. W. Clark and E. P. Allen, and on the face of the invoices starting in May it shows that—in August, rather—

Q. 1916?

A. August 1916 shows lard, tierce basis, on the invoice, 13¾.

Q. 13¾ cents per pound?
A. Yes sir, and the same records show in May—
Q. 1917?
A. 1917, 23 cents; and these records also show—
Q. Just what does it mean to this packing house as a practical proposition; what does it mean in dollars and cents on the lard?
A. The lard produced at this plant equals about 15 percent of the live weight of the hog.
Q. About 15 percent of the live weight of the hogs?
A. Yes; which, when you get down to the dressed
1779 weight, add 25 percent or about that, makes the lard equal to—in other words, when you dispose of the lard you dispose of fifteen to nineteen percent of the weight you have.
Q. Why did you add twenty-five percent?
A. I mentioned it would equal around fifteen percent of the live weight, and you spoke about the dressed weight, and it is always twenty to twenty-five percent less than the live weight, and I should have mentioned the dressed weight.
Q. That is to say, a hog dressing out two hundred pounds, weighing two hundred pounds alive, would weight about seventy-five percent of it dressed?
A. Yes, dressed from seventy-two to seventy-five.
Q. Have you examined also Respondent's Exhibit B-10, which is a record of the kill, a record of the old Andalusia Packing Company?
A. Yes sir.
Q. Now, as a practical packing house man, I would like to have you state how long it would take the Andalusia Packing Company to accumulate a carload of lard?
A. It would, of course, depend on their killing; they would produce a carload of lard about every week during the heavy killing.
Q. First let me ask you what were their facilities here for producing lard?
A. Their facilities were overtaxed during the killing season.
1780 Q. How many cattle vats did they have?
A. They had one tank, and this tank had to be worked double, had a tank twice out of every twenty-four hours, which is not practical if continued.
Q. In considering that tank and that capacity, how long

would it take for them to accumulate a carload of lard on the average?

A. During the busy killing season, four days to a week; with the exception of three months, you could operate from ten days to three weeks. Do you mean that would allow for lard on hand? As a rule that was produced from the kills killed anywhere from a week to two weeks previously.

Q. Now, I would like for you to give further illustrations how the market prices are, and how the advance in the market prices affected the financial operations of the packing house while it was under the management of the old Andalusia packing house?

A. Dry salt bellies in November, 1916, sold for sixteen cents at the Andalusia Packing Company, and in May, 1917, they had advanced to 23 cents, and shoulders advanced from November, 1916, from fourteen cents to eighteen and a half in May 1917.

Q. Now, how long would it take a car shipped from here to Atlanta to reach Atlanta?

A. It would take, from the time we loaded the car, it would take it three days from time it was loaded until they could unload it in Atlanta, on an average. They might beat that by one day occasionally.

1781 Q. How long would it take to Biringham?

A. Two days.

Q. Whether or not on a constantly increasing market let —like that such as was experienced by the old Andalusia Packing Company, products would actually be worth more when it reached the place of destination than when it left here?

A. There is no doubt that on some occasions during that time when the products advanced from the time the product was loaded here until it got out on the market in Birmingham and in some cases going to Atlanta, because it was during the period when it was almost a continuously rising market.

Q. Now, going back to Respondent's Exhibit B-19 again, whether or not these brokers ever took advantage of that fact that this company took advantage of that fact, or if the brokers took advantage of that fact?

A. Some of the invoices would indicate that they did and no doubt the invoices were based on the market value of the product at the time of being invoiced, and some of their in-

voices shows it was sold for more money than it was invoiced or consigned to them for.

Q. Is it true others show less?

A. There are.

Q. Some show quite a bit less, do they not?

A. Some of their shows—I remember one, I think was around two hundred dollars on the car.

1782 Q. Well, here is one consignment to J. W. Clark & Company, Atlanta, I will ask you whether or not it shows a loss of $104.42?

A. It does.

Q. Also it is true that does not take into consideration the commission?

A. That is the loss outside of the commission.

Q. And also outside of the freight?

A. Yes, outside of the freight.

Q. Now, Mr. McKee, taking into consideration the market prices of hogs and the rise and the fall in the market since July 24, 1917, and taking into consideration the facilities which the Andalusia Packing Company had for marketing, packing and marketing their product, and taking into consideration the fact that they were operating practically on all of that period on capital endorsed by individual stockholders, I will ask you whether or not in your judgment that company could have survived under that management of the old Andalusia Packing Company?

A. I would say beginning in March, 1919, and up until the present time, which has been the most unfavorable market conditions we ever went through, I would say they would not have been able to have withstood the loss and still keep an open market for live stock each day; I dont believe they would have been able to do that, and the result would have been that they would have had to have closed up, because we have our selling organization, which is established

1783 and which is undoubtedly very efficient and we found it very unprofitable and with the old Andalusia Packing Company operating with no more experience, and with no more experience in selling, in the selling end, it does not seem possible that they could have continued business during the past two years, under present conditions as they have existed in the last two years in the packing house business.

Q. Would you say those conditions were responsible for

the closing of the packing plants in this southeastern section?

A. Undoubtedly they are.

Q. Do you know of any territory through which—do you know of any territory through which the old Andalusia Packing Company operated from which they have withheld this meat?

A. Swift & Company has, in my understanding, covered, with this plant and the Moultrie plant, all the territory that was ever covered by the old Andalusia plant. That does not mean exactly that it was covered from this plant. The same territory was covered; our products produced at this plant were sold in these territories, but it was distributed in some of the territory by our branch houses because we could ship the product to the branch houses in carload lots, and they could redistribute it from the branch houses to a better advantage than shipping in small shipments as we would have had to have done.

Q. Do you mean it was cheaper and got the product there in better condition?

A. It was cheaper to the man and the main thing 1784 is getting the product there in better condition.

Q. Now, I will ask you if you actually know of any territory which—from which Swift & Company has withheld this meat?

A. I know of no territory that this meat has not been distributed to by Swift & Company which was previously reached by the old Andalusia Company.

Mr. Horton: That is all.

Examiner Sadler: We will take a recess until nine o'clock tomorrow morning.

(Whereupon an adjournment was taken, at 5:00 o'clock P. M. July 28, 1921, to 9:00 o'clock A. M. of the following day, July 29, 1921.)

1785 Docket No. 453

Andalusia, Alabama, July 29, 1921.

Met pursuant to adjournment, 9:00 o'clock A. M.

Before:

Clarence T. Sadler, Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

H. H. MC KEE thereupon resumed the stand and testified further as follows:

Direct Examination by Mr. Horton (Continued).

Q. Mr. McKee, I hand you herewith a map of the state of Alabama, and I will ask you to indicate on there with a blue pencil the territory covered by the car routes from the Andalusia plant, please.

A. We have already outlined that territory on our car routes covered the shipping from the Andalusia plant.

Q. It is included within the blue pencil markings, is it?

A. Yes sir.

Q. The blue pencil mark contains the outside boundaries?

A. Yes sir, the blue pencil mark contains the outside boundaries which we reached.

Q. Whether or not you sold to all of the towns within that boundary?

A. We sold to all the towns which could be reached;
1786 there might possibly be in that section or inside that circle a few towns which were supplied with our products from larger towns which we reached; I mean by that that we might reach towns on the edge of a very thinly populated section and it might be some little distributing point back in this section that they call a town, and our products would get there by the customer coming to some other dealer and carrying the products back by wagon.

Q. Simply, your testimony is that you worked every town in this territory where there was any possibility of getting business without too great an expense?

A. Yes sir.

Q. You discontinued the car routs at this plant, did you not, Mr. McKee?

A. Yes sir.

Q. Whether or not that territory is still being worked by Swift & Company?

A. There is no question all the same territory is being worked by our branches and our products still being—and I mean by our products I am speaking of Andalusia—are still being distributed just as thoroughly through this section as they were when handled by the Andalusia car routes.

Q. Now, whether or not the branch houses cover the territory outside of the confines of your car route territory?

A. The Andalusia car routes did not; this business is handled by the branch houses, who can get at it more
1787 advantageously than we could.

Q. What do you mean by more advantageously?

A. They could reach these points by railroad connections, as a general proposition, as I understand it.

Q. For instance you have a branch house at Mobile?

A. Yes sir.

Q. Whether or not their territory came up and met your car lines, your car route lines?

A. They did.

Q. Whether or not Montgomery came down and met you?

A. They met our salesmen on the north.

Q. And the other houses the same?

A. Yes sir.

Q. Now, I hand you herewith a map of Florida, as is already in evidence as Respondent's Exhibit No. 12. I will ask you to take a blue pencil and indicate on there where your carlines operated within the state of Florida?

A. (The witness marks on map.)

Q. You have marked them, have you?

A. Yes.

Q. Now, does this mean you would follow the railroad along, you worked the railroad as you indicated by the blue lines, is that it?

A. Yes sir.

Q. Now, whether or not your branch house at Pen-
1788 sacola came up and met your carlines or the territory not covered by this point?

A. The branch house at Pensacola reached all points not covered by the Andalusia car routes, yes sir.

Q. That is all the territory in western Florida you show on this map?

A. Yes sir.

Q. Now, Mr. McKee, did those car routes sell the Andalusia product alone, or some of the northern hard product?

A. It was the arrangement with the car route selling organization to push the Andalusia product and to make every effort possible to sell this Andalusia product in the territory which we covered, but at the same time we were not to pass up business where the trade insisted on the product from firm hogs, or western meats, which consisted of our standard brands, and it was with that understanding, and insisted on continuously from the time the car route selling started, and I am quite certain the same arrangement now exists in our branches which are handling the same territory.

Q. Then the first consideration was to sell the output of this plant so far as you could, and so far as the trade would take it?

A. Yes sir.

Q. Is that true?

A. Yes sir.

Mr. Horton: Now, I offer this Alabama map in evi-
1789 dence, Mr. Examiner.

Mr. Taylor: As I understand the same stipulation which we have regarding our insistence on objections will apply, will it not?

Mr. Horton: I think inasmuch as the arrangement was to expedite the hearing that it would not apply to the exhibits. They are few and far between and perhaps it would be better to make the objections at the time the exhibits are offered, for that reason.

Mr. Taylor: Very well, that is entirely satisfactory to me. No objection.

Examiner Sadler: The map will be received in evidence, and marked Respondent's Exhibit No. 31.

(The map was thereupon received in evidence, and marked "Respondent's Exhibit No. 31.")

Q. Mr. McKee, referring again to the time when the Andalusia Packing Company was in operation, from the standpoint of selling the product, and from the standpoint of the readiness with which the product sold at that time on the market, I will ask you how did it compare with other items: you have had twenty years of experience in the packing business?

A. From my experience, it has always worked out on a rising market which is almost always caused from a shortage of whatever the product is, and I am speaking of hogs, it makes it easier to sell, and you have less trouble in dis-
1790 posing of what you might call No. 2 products, there is always a certain demand regardless of market conditions; for a certain amount of No. 1 product, and my experience is that you generally clean up and dispose of a large percentage of the No. 2 product more readily when you have a rising market and that condition did exist during that time to a certain extent, existed during a part of 1918. At the end of the war, in 1919, that fall, market conditions changed, and from my experience in the selling end here, we found it very difficult from that time on to dispose of our products, because of the fact that the hog market started to decline during the month of September, in 1919, and never stopped until about four weeks ago, except about a two months period when it showed a little incline.

Q. When you were speaking about No. 2 products, in what sense did you use that?

A. I mean the No. 2 products covered by the products produced at the Andalusia plant, which was at least ninety per cent.

Q. You mean the soft products?

A. Around ninety per cent of the pork products grade as No. 2 products.

Q. Do you find that the buyers buy very freely when there is an advancing market?

A. I know from working on the plant end, on a rising market, prices of pork cuts go up and the prices of hogs continued going up, and the orders come in more lively,
1791 and our shipping picks up and increases week after week, and we can always figure from the plant end of it, whenever the hog markets starts on a decline and continue for a period, the orders for the pork cuts decrease continuously and then it would become a proposition of the force selling organization, getting out and selling it, at whatever prices the market conditions would afford.

Q. To fix it a little more definitely, is it fair to say that on a declining market they buy from hand to mouth?

A. Yes, they do not as a rule stock up like they would on a rising market; they always keep putting you off and figuring that the thing next day will be lower and that they will

buy tomorrow, and that is what naturally happens in all lines of business.

Mr. Horton: That is all.

Cross-Examination by Mr. Haycraft.

Q. In your direct examination you referred to exhibits Nos. 28 and 29; have you got those before you now?

A. Yes.

Q. Exhibit 28 shows the live stock cost, and the number of head of hogs and the live cost of the hogs purchased by the Andalusia Packing Company from October, 1916 to July 1917, and exhibit 29 shows the figures, the same figures, from August 1917, through May, 1921?

A. Yes sir.

Q. Just what was the conclusion that you want the
1792 record to show in the comparison of these two exhibits with regard to the market price?

A. What I wanted the record to show was that hogs bought during the month of October, 1916, at an average cost of 5.33—8.53, that from that period to July, 1917, they were bought at an average price of $14.47, a spread of $5.96 a hundred. In other words, they increased, that is an increase in price of $5.96 a hundred from the average buying price of October to July.

Q. Then what did you wish it to be compared with?

A. It was to be compared with the prices of the hogs at the time we purchased the plant, which was in July, and they were selling at $14.47, and the peak reached by the average price during any one month of our operation, that being in July, 1919, when it reached $18.82, which made a rising spread of only $4.35, a hundred, as compared with a rising spread of $5.96, which the old company had had.

Q. Do you want us to conclude that since Swift & Company took over the plant there was not a rising market in the sale of products as they were during the time the Andalusia Packing Company operated it?

A. I want the record to show that my judgment is that we have—had not had the benefit of the rising market in the sale of our cuts which was brought about during the Andalusia Packing Company's time, of course, by the hog market.

Q. Now, let's look at it a minute. Dont you think
1793 it would be better for you to form such a conclusion by taking the selling price of the products rather than the

purchase price of the live hogs? You are drawing a conclusion from the purchase price of the hogs, a comparison of the purchase price of the hogs. You offered no figures to show the rise in the market on the finished products during the time the Andalusia Packing Company did business. You used lard and hams and bacon, I believe. Wouldnt it be better and more fair as a comparison to take the same products and the same cuts and carry it through the period of time you handled the cuts from the Andalusia plant?

A. I would not say so, for this reason: Our business is based on supply and demand, and there might have been a time during that period when we operated when the demand for a certain cut was far in excess of the supply, and the price of that cut had reached a price out of the ordinary when compared with the rise in price of hogs, and at the same time you might find some cut which would show relatively more cost.

Q. Would that include the Andalusia products?

A. During the Andalusia Packing Company's time of operation in my opinion there was a good demand for anything sold in our pork products.

Q. And didnt that continue until September, 1919?

A. It continued for possibly five or six months, but if you will notice the live price of hogs, you will notice that it started to fluctuate.

1794 Q. Why should the live price of hogs have anything to do with the selling price of the product, if it is based on supply and demand?

A. I do not say it was based altogether on supply and demand; some particular cuts are based on supply and demand.

Q. Have you got the records available where you could trace the same cuts down through the period of time you handled the product; for instance, have you got the figures in the records which would show during the various months of 1918 and 1919 what you had averaged receiving for hams, bacon and lard?

A. I havent the records showing the average price.

Q. Do the periodical statements show it?

A. I have looked up a couple of statements on lard and dry salt meats which show a large percentage of the cuts you get from the hog products, which shows in 1919 that lard was selling for around thirty cents, and dry salt bellies in 1919 were selling around twenty-five cents, and lard in May,

1921, was selling around seven cents, and dry salt bellies 9⅝ and ten cents.

Q. Has lard come up since May?

A. Lard has been strengthened because the hog market has been going up.

Q. What book did you get the figures out of?

A. I noticed on the inventory the figure, you might say.

Q. Haven't you produced records showing the average selling price over the periods of the different cuts?

1795 A. We could produce the invoices showing May, 1920—I mean in 1919, and the invonces of May, 1921, which would show the same spread, the same decline in price of lard and dry salt meats.

Q. What months did you include in your statement yesterday with regard to the products sold by the old Andalusia Packing Company?

A. If I remember, it was November, 1916, compared with May, 1917.

Q. Did you take in the intermediate time?

A. No, I took the invoices along in November, 1916, and another invoices of May, 1917.

Q. Suppose you take the same invoices, May, 1917—I mean November 1917 and January 1918, May, 1918, August, 1918, November, 1918, January, 1919, May, 1919, August, 1919, November, 1919, January 1920, May 1920, August, 1920, November, 1920, January, 1921, May, 1921, and July, 1921, on the same products, you filed, with regard to the Andalusia Company, and make a comparison here showing how they actually ranged during that period of time on the same products. I think the record would show that, or should show that; I think it would be proper to compare them.

Mr. Horton: What products.

A. Land and dry salt meats?

Q. Hams and bacon, I believe?

A. Hams, I believe, only three products, dry salt bellies?

Q. Whatever products it was, you know what it was?

A. Yes sir. I made a comparison on dry salt shoulders, but we have not handled any for the last three years.

1796 Q. Take it as far back as you took it then. You did no compare loins; was there any special reason for that?

A. The price on loins fluctuated a whole lot, and that is fresh pork, and has to be sold regardless of market conditions.

Q. You dont think it would be a fair comparison?
A. I dont think it would be fair to the company or the Andalusia Packing Company either, no.
Q. Mr. McKee, referring to Respondent's Exhibit No. 10 for identification, can you state from that record the number of hogs killed by the Andalusia Packing Company in October, 1916?
A. It shows 3861.
Q. Can you give me the figures for November, 1916?
A. It shows 8553.
Q. Is that the kill or the purchase figure?
A. It is headed purchase.
Q. Did you find the heading for killing?
A. That is headed purchase. The kill is a different figure. That is the number of hogs purchased.
Q. Can you give me the October killing record?
A. 3548.
Q. Then the November killing record, including the condemned?
A. 8099.
Q. And what is December?
A. 8065.
Q. Including the condemned?
1797 A. Yes.
Q. January?
A. 8153.
Q. February?
A. 7601.
Q. March?
A. 6596.
Q. April?
A. 5116.
Q. May?
A. 1818.
Q. June 1063.
A. 1063.
Q. July?
A. 608.
Q. Mr. McKee, you testified that you paid as much for your hogs as you could possibly pay and break even, or made an attempt to pay as much as you could and break even on the hogs purchased, didnt you?
A. Yes sir.

Q. Who is in charge of the buying of the hogs at this plant, is that under your supervision?

A. Jointly, yes sir.

Q. And you are given free rein as to the price you will pay, or do you get instructions or suggestions from
1798 Chicago from time to time?

A. We get an outline from Chicago from which we work.

Q. Of what does that outline consist?

A. It is an outline which shows that we should try to buy the hogs enough under the western market so that we can sell them on a break even basis.

Q. Is there any suggestion as to margin?

A. The margin was around two dollars under western market. I do not say we live up to that.

Q. What official of Swift & Company in Chicago, in the Chicago office, do you get the suggestions or outlines from?

A. From G. F. Swift's office.

Q. Now, then, you also made a statement on direct examination that there was a continuous rising market during the time that the Andalusia Packing Company operated, and due to the continued rising market and the fact that there was usually a two day interval between the time the product left here and arrived in Birmingham, and a three day interval between the time the product left here and arrived in Atlanta, the brokers at those points took advantage of the continuous rising market. How much advantage would you say a broker could take each day during that time, each shipment?

A. The market seldom rises more than a cent a pound in a day.

Q. And after rising a cent, dont it often stay on a level before rising again?

1799 A. It depends on the market conditions and the supply and demand of the pork cuts in that particular town.

Q. As I recall there was a spread between November, 1916 and May 1917 on most of the products ranging from four to—from eight to four cents, so that if there was a rise in the market of a cent and a half or a cent there must have been a stand still time or a fluctuation going back during the six or eight months in order to make up the seven cents or ten cents, would there not? There must have been various periods during that time that the market stood still?

A. Yes.

Q. You dont mean that every day the market went up?

A. No, no, I mean that the market did not show any decline to speak of during that time; it was principally a rising market.

Q. And the fact that a broker had shown a higher selling price than the shipping price would not necessarily mean that the market had risen during that period of time, would it?

A. Most certainly.

Q. Do you know—you were not at Andalusia at the time that business was carried on, were you?

A. I am judging from the invoices.

Q. You dont know how the prices were arrived at at which the goods were billed?

A. My understanding is they were invoiced at the
1800 market price the day of the shipment.

Q. You were not employed by the Andalusia Packing Company at that time?

A. No.

Q. And your understanding to that effect is purely an understanding?

A. Yes sir.

Q. Some one told you that?

A. Certainly.

Q. You don't want to testify here that was the case, you are not positive are you?

A. As to being positive that they were invoiced at the market price, there are good business reasons for thinking that they were invoiced at the market price.

Q. Suppose that they were invoiced at what they thought they would sell for in the market?

A. It would have had a bad effect on the selling results.

Q. You are not prepared to say that was not done, though, are you, Mr. McKee?

A. Not to definitely swear to it, but it don't seem to be reasonable that they would invoice the product to a commission merchant for less than the market value. They would be more inclined to invoice it at the full market value than a half a cent or a cent under it.

Q. These were soft products, were they not?

1801 A. Yes sir.

Q. And even the Andalusia Packing Company would not hope to get the western prices?

A. I don't think they would.

Q. Wouldn't it be reasonable as business men for them to invoice the product, say two cents under the western market prices?

A. I can't see any basis for invoicing it that way.

Q. Suppose they did invoice it two cents under the western prices, and we are entitled to suppose that as much as at the western prices, and even if the results at Atlanta and Birmingham showed an increase over the invoiced prices, it would not necessarily mean that there was a rise in the market, but it would mean that the brokers were able to get the western prices for the products?

A. I don't think that would be the case.

Q. Wouldn't the supply and demand at the point, regardless of the market, have something to do with the prices the broker would get for the southern product?

A. That is possible.

Q. Then they would get a higher price for the product?

A. There could be such a case which would happen, yes.

Q. Now, these car routes you testified about, how many car routes operated out of this plant during the time they were operated? When did you start the car route system out of this plant, Mr. McKee?

A. In 1918, I believe.

1802 Q. And how many did you have at the start?

A. Three, I believe.

Q. When did you increase those?

A. Up until the latter part of 1919, we were operating seven.

Q. And when did you discontinue operating them?

A. April, 1921.

Q. And how many were operated at that time?

A. Six.

Q. Did those car routes only take the Andalusia products?

A. No, they had western cuts, too.

Q. How many salesmen operated out of the plant at that time?

A. Nine, as I remember.

Q. At the highest time?

A. Yes sir.

Q. I show you Commission's Exhibits No. 197 and No. 198, and I will ask you if you recognize those statements?

A. I do.

Q. Did you use those in your plant at the time you were selling goods by the car routes?

A. Yes sir.

Q. How did you use them, in what way?

A. If I remember right, I did not directly handle the selling prices of the car routes products.

Q. You did not have charge of that department?

A. No.

1803 Q. You recognize the exhibits as being price lists of Swift & Company?

A. Yes sir.

Q. Would you say the car routes carried the products and commodities listed in the price list?

A. They carried most of those items, yes.

Q. Those staple items?

A. Yes, those are staple items.

Q. I now hand you Commission's Exhibit No. 185 and No. 196, and I ask you if you recognize those?

A. Yes sir.

Q. What are they?

A. Those are differentials. The prices we use under the western products. Rather, under the western market.

Q. By western market prices you mean the market prices on the list which you have just identified previously?

A. Yes, sir.

Q. On 197 and 198, which give the basis of the price list upon which the differential price lists 195 and 196 were based?

A. Yes sir, but I might say further that the differential indicated does not in any way or manner cover the entire differential which it took to move this pork product shipped from the Andalusia plant.

Q. It being due, I suppose, to the unforseen market conditions at the various points, you had to dispose of the products?

1804 A. It was very true since the fall of 1919.

Q. But this serves as a guide?

A. Yes sir.

Q. You were aiming at these prices?

A. Yes sir.

Q. And you came as near as you could getting them under the conditions you were working under?

A. Yes sir.

Q. I suppose you were allowed concessions by wire from Chicago from time to time on some of the items?

A. Our local men made concessions on his own account, his own accord, anything which would be satisfactory.

Q. That is not answering the question. Did you or not receive wires from time to time from Chicago granting concessions on certain items?

A. I think so, yes sir.

Q. You spoke about the efforts put forth by your company to push the sales of the Andalusia products; under the conditions at this time will you state whether or not the efforts have been successful in increasing your sales from year to year of the Andalusia product?

A. It would be hard to say; it actually increased the sales, because we had a decrease in the production of the Andalusia product; we have been able to dispose of some of it in our own locality, and we found we were unable to
1805 dispose of all of it here in our own locality through the branch houses, and it was necessary to ship a good deal to western markets.

Q. And what was the result which you got from shipping it away, then?

A. It was not at all profitable.

Q. I take it you shipped only the commodities which could be shipped a distance, such as hams and dry salt meat?

A. Yes sir.

Q. I don't know that I understood the answer to the question. Do I understand that at times when the plant was operating more than it is now, that you were unable to sell all the product in local territory, and by local territory I mean supplied by the car routes, and now supplied by the branch houses in the territory surrounding Andalusia, but during a time the plant was not operated more than it is now, or about the same it is now, you have no trouble in disposing of the product?

A. We have had trouble continuously, but it is not as great now because we don't have as much to dispose of.

Q. I will ask you to look at Exhibit No. 26, Respondent's Exhibit No. 26, which purports to be a statement showing the outside purchases of Swift & Company at the Andalusia, Alabama plant. Do you know whether or not any of these products contained in this exhibit were sold through the car routes operating out of this plant?

A. I would say ninety-five per cent.

1806 Q. Where did the other five per cent go?

A. It was possible that some branch ran short of some one particular product we had from the western plant and noway of filling it—

Q. What is that answer?

A. Let me change it. All the products brought in from the western plants.

Q. You mean on Exhibit No. 26?

A. Yes, was disposed of in this locality.

Q. In the same way?

A. Yes sir.

Q. And passed through this plant?

A. Ninety-five per cent was disposed of through the car route selling organization.

Q. Have you any way of estimating or have you the figures which would show the percentage of the total sales, the outside purchases were, during the time covered by this exhibit?

A. I can't say, I don't know that there is.

Q. By that I mean the car route sales?

A. I don't know of any figures available for that. My estimate would be fifty or sixty per cent, with reference to the outside purchases.

Q. And that would vary, I suppose, from the beginning until the present time, according to the season and so on?

A. Yes sir.

1807 Q. Is that true?

A. Yes sir. We were increasing the outlet on our products in the car route sales, on the Andalusia products.

Q. Up until when?

A. Until we discontinued it. We increased it in a way; it is true that in 1920 and in 1921 we did not have as much to dispose of, but we kept a regular amount going out to the trade.

Q. Take November, 1919, I notice on the exhibit that you sold 39,000 pounds of cured meat, and in November, 1920, 247,000 pounds of cured meat; that is quite a difference, is it not? I mean that is western stuff?

A. Yes sir.

Q. And it would indicate that there was a less amount of the Andalusia product sold during that time, would it not?

A. November, 1920, we sold 247,000 pounds.

Q. As against 39,000 in November, 1919?

A. If I remember right, probably it is accounted for in this way: On account of some new territory turned over to us by the Pensacola branch; this particular territory was very strong on buying western meats.

Q. You mean in 1919 and 1920?

A. Yes, we had to order quite a large amount of western dry salt meats in order to take care of that trade.

Q. Comparing the year 1919, to the year 1918, would these figures indicate to your mind that there was a falling off
1808 in the sale of smoked products and cured products, Andalusia products, during the year 1919?

A. I don't think that there was any period from the time I started to selling the Andalusia products in this section that the sales fell off; as I say we have gradually increased them from the start. I don't remember the figures on it, but I do remember filling the orders and handling them, and we gradually built up more business on these Andalusia brands of cuts.

Q. Well, you say there is no way of showing definitely the total sales, that you have no figures available to show the total sales in the car route territory during the year covered by the exhibit?

A. I don't believe it would be practicable.

Q. Have you any records available which would readily show the amount of Andalusia products sold in the car route territory during the same time?

A. I don't know that it would be possible; I am sure it would not be.

Q. Do you suppose the car route department in Chicago would have those figures?

A. I cannot say.

Mr. Haycraft: That is all for the present.

Redirect Examination by Mr. Horton.

Q. Mr. McKee, I will ask you to refer to Respond-
1809 ent's Exhibits No. 28 and 29 and taking first Exhibit No. 28, I notice that in December the average buying price was $7.74 per hundred, and in July following it was $14.47, which is a spread of $7.03 in seven months, and that referring to Exhibit No. 29, it shows the buying price in August, 1917, to have a spread or increase in the buying price of $4.51, covering a period of thirteen months. Now, I will

ask you if that comparison does not redound very favorably on the operation of the Andalusia Packing Company?

A. I don't understand the last part of the question.

Q. Put it this way: The sharper the advance is, confined to a short period of time, the more profit there would be for the party carrying the stock, would there not?

A. It would be more reasonable—

Mr. Haycraft: Mr. Examiner, let's have fewer leading questions. The witness is intelligent and knows his business from A to Z, and I don't believe it is necessary for counsel to lead him.

A. The quicker the market arises on the packing house products, it stands to reason would be more favorable on the basis of a rising market covering a short period, than it would be—a short period of seven months—than it would be covering a period of say thirteen months.

Q. Now, referring again to the invoices which are shown in the Commission's Exhibit A-19 for identification, and Respondent's Exhibit B-19, being one and the same book, you said that these goods were invoiced at the market price.

1810 What prices did you have reference to, the market price for hard hogs, or the differential under that, corresponding to the market for soft and oily?

A. I meant the market price based on the class of product which they were shipping.

Q. As acting assistant manager of this plant and as being connected with it since 1918, what do you consider to be your first duty with regard to selling western hogs or hogs packed at this plant?

A. Our first duty was to dispose of the hogs killed at the Andalusia plant; that is, their product, and we wanted to make every effort possible to dispose of the product produced at the Andalusia plant in preference to the western product, and we made every effort in our power to improve the quality of the product produced at the Andalusia plant, with the object in view of creating a more stable and better market for the Andalusia product.

Q. Now, when you sell the product, the soft and oily, with a differential of say, for example, two cents per pound under the western product, are you saving the retailer or the consumer two cents per pound on the product?

A. In selling the soft and oily pork we have run into the same experience in selling it as we personally ran into in handling it. When I first started to handling these soft and

oily hogs, that is, the finished cuts or trims and the cured and smoked, I figured that probably the value of them
1811 was really more than what we were actually selling it for, but by becoming more acquainted with them, as the warm weather came on during the summer of 1918, I soon could readily see why the retailer could offer arguments against our products, and one of the principal arguments was, that because it was a very soft product, it was impossible for the retailer or butcher to cut it up into slices for the trade so as to make it appear attractive as compared with the western hard products, and also as we learned by holding the smoked meats in our smokehouse here, the shrinkage was very excessive. This peanut oil comes out of the meat, and would saturate the outside of the smoked meat, and it gives it a very undesirable appearance, and we have helped that to a certain extent simply by having our sales men to tell the retailers to take a rag and wipe it off, which would help the appearance of it. In fact, we have done everything that we could think of, not only which would help the appearance of it, and give the product a better appearance as it left our plant, but we have gone into the point to see if there was anything we could do with regard to working with the retailer and by calling his attention to some method of handling our products so as to get them to the consumer in good shape. We have taken all of these things into consideration, and there is no question in my mind but what there is this differential, or this difference in price, between the soft cuts and the hard cuts, as the condition stands today.

Q. Would that be true as to the way it stood all along?

1812 A. It is very true as it stood the soft and oily hog has been raised to any extent in this section of the country, and in fact, dating back to 1916.

Q. Now, Mr. McKee in your judgment, if you can improve this product so it will sell for the same, on the same basis as the western product, and give value received for the money, then is it not true that you have simply created that much wealth to the producers of the section, without any disadvantage to the retailers or the consumers?

A. Yes sir.

Q. Now, I would like to have you to explain this; whether or not there is a constant market upon dry salt meat and other cuts, or whether the market varies and if it varies whether or not it is sharply defined?

A. I will say regarding the sale of dry salt and smoked meats, that there is a period in which they move more freely than at any other period, and that period starts around September or the last of August or the first of September, and will go through until we have a cold spell, to where the weather gets could enough to where the farmers begin to kill their first hogs, and I have seen our car route business drop off, I feel safe in saying, thirty or forty per cent in one week's time, caused by a cold spell which happened to come along, and the farmers throughout that section, or the majority of them, would start to killing and it is the custom that
1813 when a farmer kills a couple of hogs that all the neighbors in a radius of five or ten miles would be entirely welcome to some of that pork, and it had a great bearing on our sales. The largest amount of our business was done in the car route business during the fall.

Q. Now, I call your attention to Respondent's Exhibit No. 26, and I will ask whether or not it is correct as to the fluctuations and the volume, was it due to the taking on of additional territory or the leaving of additional territory off as the case may be?

A. Some of it is. The largest fluctuation—the figures shown on here only goes to verify my statement with regard to our business increasing sharply starting along about September, August or September.

Q. And whether or not there is some buyers that will not use the soft pork to any extent at all, and I refer to the territory covered by your car routes now?

A. The territory which starts into Florida, that is, it goes down to Panama City and St. Sanders Bay, and it was new territory which we had taken over and we find our customers down there who had been previously supplied to a certain extent by the Pensacola branch, and they insisted almost entirely on western pork. That was at the beginning. As we continued our car route selling from Andalusia, from the Andalusia plant, we gradually worked in more of our Andalusia product, showing some increase at the time the business was transferred to the Pensacola branch.

1814 Q. Whether or not there is much of the product represented by the Exhibit No. 26 that is not manufactured at this plant at all?

A. There is not over ten per cent of the total weight of the outside products shown on this exhibit that is manufactured at the plant. It comes in here as finished product.

Q. I don't know whether you understood the question, and in order to make it plain to you, I will ask you if you have a demand throughout this territory, for instance, for Premium hams and bacon?

A. We have a continuous demand for Premium hams and bacon in any territory we ever went into.

Q. And whether or not you manufacture them at this plant in any considerable quantity, and if not, why not?

A. We started in 1918 to curing a few Premium hams and we found that the per cent of the hogs which we killed here which were suitable for making Premium hams was so small that it did not pay to save them, and I think I am safe in saying that not over 15,000 pounds of Premium hams was cured at this plant, and there has not been any cured in the past eighteen months or two years.

Q. Whether or not the other products on there are comparable under the same situation?

A. What is the question?

Q. The other products represented by these figures

A. These figures represent Premium hams and Pre-
1815 mium bacon and Oxford bellies and dry salt bellies and Silverleaf lard.

Q. Right there; do you manufacture Silverleaf lard here?

A. We did at the start, but discontinued it on account of the fact that we could not produce a grade of lard from the soft hogs which would measure up with the quality of the Silverleaf lard, and therefore we discontinued it rather than to hurt our brand of Silverleaf lard, and we adopted a new trade name for the lard produced in this plant, and it was sold under the brand of Seminole lard.

Mr. Horton: That is all.

Recross Examination by Mr. Haycraft.

Q. How about the fresh meats, Mr. McKee, did you have a better grade?

A. The fresh meats consisted to a large per cent of spare ribs.

Q. How about the beef?

A. And beef cuts.

Q. What percentage of the figures do you think refer to fresh pork, of these figures on exhibit No. 26?

A. I believe eighty-five per cent of them.

Q. Fresh pork?

A. Yes sir.
Q. Is that fresh or frozen?
A. Fresh and frozen; it practically all is frozen; you could not well ship it out under any other condition.
1816 Q. Now, when was it you took over the Florida territory which had increased the demand or where there was more demand for the western products than the other territory?
A. It was some time during 1920.
Q. Do you recall what month it was?
A. No.
Q. Could you refresh your recollection on that?
A. I cannot say about the month.
Q. Have you got any record showing what time it was?
A. Yes, I think the record would show.
Q. If you can't find that readily let it go.
Mr. Horton: Let the record show that the witness made search and did not find the record.
Q. Were you able to find out, Mr. McKee when it was you started your route in that Florida territory?
A. No.
Q. You made search for that and did not find it?
A. Yes.
Q. Do you think the Chicago office would have the records?
A. Possibly so.
Q. You testified, Mr. McKee that at various seasons the dry salt and cured meat dropped off; that is true as to southern and western products, alike, is it not?
A. To a certain extent, yes.
Q. When you have a drop off in the dry salt which
1817 affects the buying of the southern, Andalusia products it affects the southern Andalusia products and the western products you have for sale, also?
A. Yes sir.
Q. And the same way with the hams and bacon?
A. Yes sir.
Q. Even the fresh cuts?
A. Our period covers a different period, I think. I am speaking about the western plants.
Q. I mean the stuff sold in this territory?
A. It falls off proportionately on both products, both the western and Andalusia.
Q. On exhibit No. 26, under the head of 1918-1919 you have the month of November and December—November and

December in 1918—that is really December 1917, is it not, that is the end of a fiscal period, as I understand it?

A. Yes.

Q. And November, December under the head of 1919 is in reality November and December, 1918, is it not?

A. Yes.

Q. As far as the calendar goes?

A. Yes sir.

Q. November, December 1920 as the calendar goes is November and December, 1919?

A. Yes sir.

1818 Q. And that is the way with 1921, the November, December in that exhibit is really November and December, 1920?

A. Yes sir.

Q. That exhibit is prepared to cover the fiscal years which would include under the various heads a part of two years?

A. Yes sir.

Q. And you testified on redirect examination you had in mind the market price at Andalusia or at which Andalusia sold the product, taking into consideration the fact that it was an inferior product to the western product; how much differential do you think Andalusia allowed, have you any idea?

A. Well, they operated—they were actually in the selling end of it but a short period you might say. It is true they started in June, but they were not on the market with any products to speak of before some time in October.

Q. Do you know that?

A. The record shows that they did not kill anything and naturally they did not have anything to sell. They may have had a little fresh stuff.

Q. You understand there were other records; this book showing the start in October does not indicate that there was not any killing done before that, does it?

A. There is another record here that shows they purchased hogs.

Q. As a matter of fact they started to killing in June, 1916?

A. The killing was very light until fall, and taking

1819 into consideration the summer period they were actually selling the product, as I understand it, during a period of increasing prices, not only in the packing house products, but practically everything else, and the result is it was a very

favorable market, and much more so than the market we have been selling on for the past two years, and for that reason it is a question whether you could take the basis of the differential it was necessary to have in order to make the soft pork move at that time and compare it with the differential as it is now.

Q. You would hate to testify here, wouldn't you, what was in the minds of the men running the Andalusia plant at the time the records were made?

A. Yes.

Q. You don't want to testify what the actual differential was?

A. No.

Q. That they took into consideration, if anything?

A. No, certainly not.

Q. You don't really know what differential was taken into consideration in making up the invoices and wouldn't you also hesitate to testify the relations the invoices bore to the prices actually received for the product by the broker?

A. The invoices must show the actual money received.

Q. Wouldn't you hesitate to say why there would be a difference between the two prices if you did not know what the first price was based on?

1820 A. I was judging the invoice shows the prices invoiced to the broker and the broker's sale in most all those cases shows it was sold about on that basis; in some cases they show a small profit, and other cases a loss, indicating that the invoices were made out on the shipment, and evidently must have been the market prices on what the product could have been sold at in Birmingham or Atlanta, because their returns on the invoices indicate, the first original invoices show about the price at which it was sold.

Q. From what facts do you figure that indication, how do you arrive at that conclusion?

A. I figure the broker sold the product for all the money the market could pay for it at the time the product was received.

Q. Sometimes they sold about the same price and sometimes it showed a considerable profit and sometimes a loss?

A. I judge from the ones I examined the bellies was probably one cent more in some cases than they sold for, and in other cases they sold for one cent less, which would indicate that the invoice price was in about one cent of what the market was at the time.

Q. You mean taking into consideration the inferiority to the western pork?

A. No, I mean comparing the invoices with the western product, I simply compared the market price on this exhibit, and it must have been about what was invoiced
1821 and to what the western cuts was selling for at that time, I can't say.

Q. How do you suppose—you are going all into suppositions on this proposition, because you testified you were not here and you were not an officer of the company, don't you suppose that they would take into consideration the western product price when arriving at any kind of a market price on this southern product?

A. Certainly.

Q. What differential did you have in mind that that would be under the western product or western prices; do you want to testify to the differential?

A. No, I don't want to testify to the differential of the Andalusia meat under the western prices; the only thing that I want to testify to is judging from the invoices and the prices shown on their to the consignee in reference to the prices and to the figures that they received, it indicates to my judgment that it was the market price.

Q. The only testimony that I am trying to get you to reconsider is your testimony to the effect that the returns of the brokers made upon the invoices indicated that they were able to get more—they were taking the advantage of the rise of the market from day to day, that is, the difference between the price at which the product was invoiced at Andalusia and the price at which the broker sold?

A. Yes sir.

Q. Indicated that in the interim, the two days, there
1822 was an advancing market?

A. There was some occasions of it, as the invoice would show on its face, which would indicate it, but whether it was a fact or not, I can't say.

Q. That is the point I want to make, you were basing your testimony entirely upon a conclusion?

A. Absolutely.

Q. And you are drawing it from records that you had nothing to do with making and no part in making, and had nothing to do with the transaction?

A. That is true.

Mr. Haycraft: That is all.

Redirect Examination by Mr. Horton.

Q. Now, when a broker represents a concern, he is the agent of that concern?

A. Yes sir.

Q. And it is his duty to serve the interests of that concern, of course?

A. Yes sir.

Q. And it is his duty to get the market value, if he can, for the goods?

A. Yes sir.

Q. And if he does not get the market value of the goods, he is not true to his trust?

1822½ A. He would not be a good broker, and the business he represented could not prove successful.

Mr. Horton: No.

Recross Examination by Mr. Haycraft.

Q. What conclusion would you draw from the records as to whether or not the brokers of the old Andalusia Packing Company were good brokers or not?

A. I could not form a conclusion as to whether they were or not, sir.

Mr. Haycraft: That is all.

Mr. Horton: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

1823 J. L. THWEATT called again by the respondent as a witness at Andalusia, Alabama, testified in substance as follows, p. 4111-4127:

That he is the same Mr. Thweatt who testified before in this case; that the selling department of the Andalusia plant has not been moved to Montgomery; that a few salesmen who were under the supervision of the Andalusia plant now have their headquarters in Montgomery, and are under the supervision of the Montgomery branch house of Swift & Company and in a majority of cases, are still working their original territory; that the salesman who formerly worked this town still works this town, although his headquarters is at Montgomery; that in reference to the product produced by

the Andalusia plant he considered it his duty to see that it was handled and moved so as to carry the highest quality possible and to see that it was so carried as not to depreciate in value or quality, and to distribute it over as wide a territory as possible, freight rates considered, in order to get as much money for it as possible; that it would naturally enable Swift & Company to pay higher prices for the live stock available for purchase in the territory, and it would naturally follow that they could pay more for the live stock and do a bigger business; that it has been his duty to get as much live stock as possible to operate the plant on a satisfactory basis; that in order to do so, he has bought live stock in Florida, Montgomery, and Nashville; that he has invaded any territory where he figured live stock could be bought successfully, taking into consideration the time it would be on the road in transit to the plant and the prices they would have to pay.

That in 1919 they had the highest point on the market for several years in live hogs and live cattle, the hog market broke sharply during the winter of 1919 and the 1824 prices of the other commodities produced by the farmers was advanced sharply; that the farmers figured that they could not afford to raise hogs at prevailing prices with the proportionate cotton demand down there. The prices of cotton went up and the prices of hogs went down. The price of peanuts, which is the principal hog feed, got up to unheard of prices; that the peanuts are usually ready for the hogs to start grazing and feeding on in the late summer; that the hogs commence to move to market generally in the late fall and early winter, and the fact that production was decreased had a tendency to make the hogs run over a shorter period, and naturally they had less time in which to buy hogs than formerly when the farmers paid just as much attention to the hog production as to any other crop he produced; that there was a sharp falling off in the production of hogs, commencing in the winter of 1919 and extending over a period of about a year and a half; that it takes about a year for a farmer to get into the hog business so as to have the hogs available for market.

Cross-Examination.

That he left Andalusia for Montgomery May 2nd; that temporarily he is in charge, in addition to being plant man-

ager of Andalusia plant, of looking after the selling territory of 12 branch houses of Swift & Company which usually carries a title of District Manager; that the salesman who makes his headquarters at Andalusia under the Montgomery branch of Swift & Company, takes orders for Andalusia product and Western products manufactured by Swift & Company; that the orders for Andalusia products are filled at the Andalusia plant and orders for western products at the Montgomery plant; that orders are taken by salesmen under
1825 the supervision of the Montgomery branch and turned over to the Andalusia plant to be prepared and made ready for delivery; that cars are shipped from Andalusia to Montgomery sometimes two or there times a week; that the most they ever had in the sales department at Andalusia was seven salesmen and one relief man; that when the car routes out of Andalusia were broken up two salesmen were transferred to Swift & Company, Pensacola, and four to Montgomery; that Swift & Company cannot afford to have hog buyers attend all the co-operative sales, because there are so many sales and they just operate on an average of about four months; that the buyers attend the sales if they are in that locality.

Redirect Examination.

That the reason the car routes were discontinued and the territory given to the branch house was that he could see that they were going to have fewer hogs to kill and that operating the car routes would necessitate bringing in more western product into the territory and figuring the freight rates applying from western plants to Andalusia, and comparing these rates with Montgomery and Pensacola, where Swift & Company maintains branches, he found that they would have money by bringing the western products to Montgomery and Pensacola; that the difference in freight rate averaged nearly 1/4c per pound.

1826 Examiner Sadler: The witness will be excused.

(Witness excused.)

H. H. McKEE was thereupon recalled as a witness, and having been previously duly sworn, testified further as follows:

Cross-Examination by Mr. Haycraft.

Q. Mr. McKee, have you consulted the invoices and prepared a statement showing the various prices requested in my question awhile ago?

A. Yes.

Q. What has been the result?

A. The result is we have an invoice out of each month as indicated by the statement, which shows from 1917, November 1817 until July 1921, that dry salt bellies was worth 30 cents, which was the maximum in 1917, and it had reached a minimum of 10¾ in May 1921. It further shows that lard on the tierce basis reached a maximum of 33½ during May 1919, and it reached a minimum of 9⅜ in May 1921. It shows that S. P. regular hams reached a maximum of 30⅝ in May 1920, and a minimum of 17⅜ in May 1921. Dry salt New Orleans shoulders reached a maximum of 23½ cents in August 1919, and on the last sale quoted,—and a minimum of 17 cents in May 1918.

Mr. Horton: You have got it stated backwards.

The Witness: Yes sir, it is stated backwards.

Q. You might attach it as an exhibit, I think.

1827 A. You might attach it as an exhibit.

Q. Did you prepare this statement yourself, or did you have clerks to prepare it?

A. It was prepared by clerks.

Q. What were the instructions given to them?

A. To go through the invoices, picking out four months, that is, picking out four months, taking November, 1917, and taking January, May and November of 1918, and January and May and August and December, 1919, and January, May, August and November, 1920, and January, May and July of 1921, we instructed them to take out the binder covering the invoices for these months and to turn through and to pick out at random invoices to get the price of lard, tierce basis, and dry salt clear bellies, and S. pickled regular hams, New Orleans dry salt shoulders.

Q. Did you instruct them as to the grade of the hams to pick or whether this is also the grade of the medium Dixie ham?

A. It was the grade of hams, the volume shows that ninety-five per cent was the same grade of hams on which we got these prices.

Mr. Haycraft: Mr. Examiner, I will object to the correction, if necessary, at later date, and I wish to offer this as an exhibit in the case, this statement prepared by the witness.

Mr. Horton: No objection.

Examiner Sadler: The statement will be received in evidence and marked Commission's Exhibit No. 199.

(The statement was thereupon received in evidence and marked Commission's exhibit No. 199.)

For page 4130 see abstract page 3668.

1828 Mr. Taylor: Mr. Examiner, I wish to state at this time that if the respondent wishes to offer the papers which were marked "Respondent's Exhibits B-24, 25, and 26" for identification, last night, representing the purchases of live stock made over the periods mentioned, as to each exhibit, together with the pages from the control book, B-17 for identification, representing the sale for the previous month, or two months, that I will have no objection to their being received as exhibits in the case; but I wish to object to either a selected list of those purchases, or to a summary, which must more or less represent conclusions of the party preparing the summary. It is my position that the Commission or Court are entitled to have all those facts, and draw their own conclusions; therefore, I wish to make this statement at this time, so that counsel may have it before him before we adjourn from this point.

Mr. Horton: I would like to examine Mr. McKee.

Examiner Sadler: Very well.

H. H. McKEE was thereupon recalled as a witness, and having been previously duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. Mr. McKee, since you previously testified Respondent's Exhibit No. 28 has been corrected, so that the average live cost of the hogs purchased in July, 1917, is now

1829 $13 instead of $14.47. Would that fact make any difference in your judgment that the Andalusia Packing Company would not have been able to have operated successfully?

Mr. Taylor: As I understood this testimony is all subject to the arrangement we made yesterday?

Mr. Horton: I think it was that all testimony taken should be subject to objections, and considered under objection as to relevancy and incompetency.

Mr. Taylor: Of course; that is my understand. That is, either party may waive the objection to any particular question and answer he sees fit.

Mr. Horton: Do you understand that our arrangement still continues, and may be terminated by either party upon notice?

Mr. Taylor: It is also my understanding, and I would like to have your view on that, that if either party does not wish to consider the objection as being in force against any particular question asked, or any particular answer made during the time the arrangement is in force, he may waive his objection to that question and answer, by expressly waiving it.

Mr. Horton: Yes, I think that is right.

Mr. Taylor: As a later period, any time before the submission of the case.

Mr. Horton: Read that?

(The statements made just above by Mr. Taylor were read.)

Mr. Horton: As the stenographer has read it, that is not quite my understanding of it.

1830 Mr. Taylor: What is your understanding of it?

Mr. Horton: My understanding is this: That the evidence is to go in, with the understanding that either party may later take up and affirmatively move to exclude any evidence upon the ground that it is not competent or material, and that for the purpose of the motion so made, it shall be deemed that the objection to the question was seasonably made.

Mr. Taylor: Yes.

Mr. Horton: Please read the last question.

(The reporter thereupon read the last question above.)

A. It would not.

Q. Mr. Williamson, whether or not dry salt bellies and whether dry salt bellies, and dry salt bacon bellies are the same product?

A. It is, yes, sir. Dry salt bellies, and dry salt bacon bellies are of the kind of cut where one is sold as it comes direct out of the salt cure as a dry salt belly, and the other is taken out of the salt cure and soaked for a period of hours and

then placed in the smoke-house where it is smoked into the finished product, and then is termed a dry salt bacon belly, but originally it was a dry salt belly to start with.

Q. Whether or not the dry salt bellies and dry salt bacon bellies are seasonable products; that is to say, whether or not they sell at certain seasons of the year, and do not sell at other seasons of the year?

1831 A. Very seasonable throughout this section. As I stated in the previous testimony, it shows our heaviest sales starts along in August, maybe the first part of August, or the latter part, and ends with the first cold weather of the season; that this period covers the time when the meats killed by the farmers has been exhausted, and that they have to rely practically entirely on the packing house meats, as dray salt bellies and dry salt bacon bellies is one of the principal pork cuts sold at this time of the year on account of the weather conditions which are very hot, and it is not practical to sell any quantities to speak of of fresh meats, which are highly perishable, and the result is that the August sales, during the period starting the 1st of August, and going as a usual thing to the middle of November, is very heavy on dry salt bellies and bacon bellies, and smoked ham and pure lard.

Q. Now, whether or not in your experience as a packing house man, you have found the prices of these two products to increase as the season comes on?

A. Yes.

Q. And the demand grows?

A. Yes, sir. My experience has been on these particular cuts, during the period I mentioned, the demand is very strong and the result is the prices strengthen up, and that comes about by the fact that a large per cent of the dry salt bellies and bacon bellies sold beginning about the 1st of

1832 August, and ending about the middle of November, have been accumulated in the period of the winter kill, which in some cases starts in November, and ends the latter part of March. These two particular products, namely, dry salt bellies and bacon bellies, are carried in our cellars from one winter's kill over until the next fall, when the demand is the keenest for them, and it is perfectly reasonable to know that these meats are carrying out a continuous shrinkage from the day they go into the cure until they are actually disposed of and carrying a charge for refrigeration, things which must be taken into consideration, when you arrive at the selling price of these two particular cuts during the fall, or a

period of eight months since they were first put in the cellars, —take the expense into consideration. It is also a reasonable fact to consider they will sell in relation a little higher than what the present hog market might be during that period of August until November.

Q. Now what is the peculiarity about this section of the country that makes these products in demand, other than the reasons you have already given, if anything?

A. Our dry salt bellies as it has been the case consist of the lighter weight bellies, and they are given careful attention in regard to the curing and the smoking process and makes them very desirable, the dry salt belly or bacon belly, when it gets on the market, for the fact that the bellies
1833 which go into our dry salt cellar are bellies, which if they were not soft and oily, sixty per cent, or I will say forty per cent, would go into first class bacon, namely, Premium bacon, the leading brand sold on the market, but on account of being soft and oily and not suitable for this fancy bacon, they have to go into the dry salt cure, and so far as our experience goes that is the most suitable way to dispose of it.

Q. Let me direct your attention to the months in which the average retailer throughout this section handles that product; I will ask you to state what is the peculiarity of the trade?

A. The reason that dry salt and bacon bellies are in such demand is because it is the only single product sold in the way of the pork product or pork cut that the agricultural grocerymen or the groceryman at the cross-roads could buy in hundred-pound lots and throw on the shelve in the back end of the store and let it lay there during a period of two or three weeks, and at the end of the two or three weeks sell that product, and he can sell that product in perfect condition. That is not true with smoked hams as they are cured in sweet pickle, and more easily become decayed or contaminated with skipper flies, or become rancid, and that is not true with the fancy hams cured also in the sweet pickle. As we all know, it is impossible for the average merchant through this section of the country to put in or buy any fresh meats outside of the winter season, as they are a long
1834 distance from the ice plants, and they have no conveniences in order to get ice, and they have to buy a meat product which will stand the weather conditions, and the conveniences they have to take care of the pork, and on

account of the dry salt bellies, dry salt bacon bellies being meat which would withstand these conditions, makes it the one particular cut more in demand. It would be true of any other dry salt cured meat. On account of the dry salt belly being the cream of the dry salt cured meats, and being the most practicable cut of the hog to cure into dry salt, naturally it makes the volume on the dry salt bellies heavier for that reason.

Q. Now, whether or not the Andalusia Packing Company had any dry salt bellies or dry salt bacon offered to the trade during the seasonable period in 1916?

A. The records show from the beginning of the Andalusia Packing Company up until November 1st, there was approximately only eleven thousand hogs killed by the Andalusia Packing Company. Taking into consideration that they could have possible put on the market during October some of the bellies which were killed,—that is some bellies from the hogs killed,—the latter part of September, on the main-out of the total hogs killed by the Andalusia Packing Company only twenty per cent of the hogs were killed during the period where it would have been possible for the dry salt meat to have been cured, and reach the market during the time for which there is a demand for this particular cut, the time
1835 the demand for this particular cut is in season. The records also show that eighty per cent of their hogs killed during the time, for the period showing the killing, was killed from October 1, 1916, on up until they ceased operation, and Swift & Company taken it over. This was July, and it was just the beginning of the season when dry salt meats sell freely in this section of the country. For that reason all bellies, dry salt bellies and dry salt bacon bellies, disposed of by the Andalusia Packing Company was disposed of during the off season for this one particular product, and for that reason as we have found to be case in our experience, if we attempt to move a large per cent of the dry salt meats during the off season, we have to do it on a price proposition. That is not the case during the period when the demand for this particular cut is at its height.

Q. How long does it take to cure dry salt bellies?

A. One day and a half to the pound; about the average weight of the dry salt bellies, average around fifteen pounds, and that would be an average of anywhere from twelve to thirty-five pounds I might hmave the average weight a little less. I would say on second thought, it would be nearer

eighteen pounds. That is about the average weight, which would mean the minimum cure age on the average would be around twenty-seven to thirty days.

Mr. Horton: That is all.

Cross-Examination by Mr. Taylor.

1836 Q. The demand for this salt cured meat begins as soon as the hot weather comes, does it not; then gradually grows as the season advances?

A. With home cured meats by heavily salting it, it can be carried on for the first two or three months of the hot weather but it cannot be carried through the entire summer; it all depends on on the condition of the spring. If we have an early spring season of hot weather, it would mean that the farmers throughout the section here would run out of their home cured meat much earlier.

Q. If they did not have home cured meats, it would mean a greater demand for salt cured meats here, wouldn't it?

A. Yes, sir.

Mr. Taylor: That is all.

Mr. Horton: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

1837 W. A. DAVIS, called by the respondent as a witness at Andalusia, Alabama, July 28, 1921, testified in substance as follows (pp. 4201-4204):

That he previously testified in this case; that he was employed by the old Andalusia Packing Company in 1916 and 1917 as bookkeeper; that the entries made in respondent's exhibit #B-17 for identification were supposed to have been made the same date as shown or probably the next morning; that the ink figures on the page under date of July 12, 1917 are in his hand writing; that the figures 93 in the column designated "Number hogs," and 13870 in the column designated "Pounds" and $1967.84 in the column designated "Amount" are in his handwriting; that the pencil notation at the bottom of the page is not in his hand writing; that by looking at the footing he could see that the figure 13870 was not taken into consideration in making this footing; that on page 538 of the controlling book where the figure 13870 has been

brought over in pencil, these figures are not in his hand writing; that respondent's exhibits B-22, B-27, B-28, B-23, B-29, B-10, B-21, B-20, and B-19 all for identification, and the book marked "Commission's exhibit A-20" for identification were all used by the Andalusia Packing Company.

1838 OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE FEDERAL TRADE COMMISSION.

Docket No. 453.

In the Matter of

Federal Trade Commission

vs.

Swift & Company

At Birmingham, Alabama.

Date August 3-4, 1921.

Pages 4205-4542.

Sidney C. Ormsby Company
Official Reporters
18 Vesey Street, New York.

1840 Docket No. 453.

Birmingham, Alabama, August 2nd, 1921.

Met pursuant to adjournment from Andalusia, Alabama. 10:00 o'clock A. M.

Before:

Clarence T. Sadler, Examiner.

Appearances:

Messrs. A. N. Taylor and E. F. Haycraft, care of Federal Trade Commission, Washington, D. C., representing the Federal Trade Commission.

Mr. Frank L. Horton, care of Swift & Company, Chicago, Illinois, representing the respondent.

Examiner Sadler: The hearing will come to order. Are you ready to proceed, gentlemen?

Mr. Horton: Mr. Examiner, I find that I will need another day here to get my witnesses up and have them ready to testify. I really believe that we will save time by adjourning until tomorrow. At that time I will be ready to proceed without interruption.

Examiner Sadler: Is there any objection that we adjourn until tomorrow?

Mr. Taylor: Of course that is up to Mr. Horton; he is putting in his case.

Examiner Sadler: Unless there is some objection we will adjourn until tomorrow morning, then, at ten o'clock.

(Whereupon adjournment was taken, at 10:05 o'clock A. M., August 2nd, 1921, to 10:00 o'clock A. M., August 3rd, 1921.)

1841 MR. E. L. SAUNDERS called as a witness for respondent at Birmingham, Alabama, August 3, 1921, after having been duly sworn, testified in substance as follows (pp. 4206-4253):

That he is manager for the Cudahy Packing Company of Alabama, and has been for about 23 months and has been connected with the Birmingham Branch of Cudahy Packing Company since 1915; that he has been familiar with the Birmingham market, off and on, since 1908, and continuously since 1915; that he first began as a salesman for Armour & Company in 1908 and then with Swift & Company and then with Cudahy Packing Company; that for a short time he was with Jacob Dold Packing Company, from February to October, in 1917.

When asked by the counsel for respondent "How do you find competitive conditions upon this market," Mr. Saunders answered, "Just at the present time they are very keen; We found it that way all this year"; that it has been that way for the past three years; that as well as he can remember they did not have as much competition in that market as they have now; that there was good strong competition in 1916 and 1917, but not as much as now; that it has been becoming stronger in the last three or four years; that since 1915 there have been other packers and brokers continually coming into the market, and this has caused com-

petition to be stronger all the time; that at the present
1842 time it is much stronger than it was in 1915; that he remembers when Mr. Allen handled the account of the Andalusia Packing Company; that he remembers when Swift and Company bought out that plant.

The counsel for the respondent asked the question, "Now in your judgment has that had any effect upon competition, that is, if the purchase of the plant by Swift & Company had any effect upon competition, what was the effect?" To which the witness replied, "It has been stronger since Swift & Company had it, been keener competition"; that Swift & Company have gone out and sold trade that Mr. Allen did not call on; that they have spread out considerably; that Swift & Company has offered Andalusia meat to more people than Mr. Allen did; that he would say 50% more; that Mr. Allen confined his sales to the largest markets in the center of the city; that Swift & Company offers the meat in the same section of the city and covers the entire Birmingham district.

That the following concerns are his competitors: Swift & Company, Birmingham Packing Company, Evansville Packing Company, Wilson & Company, Morris & Company, Armour & Company, E. P. Allen & Company, Hormell & Company, Inman Packing Company, St. Louis Independent Packing Company, Robinson & Company; that they handle fresh meat and provisions; that the Iowa Packing
1843 Company is represented by Mr. Allen; that Hoffman and Company of Cincinnati, he believes, is represented by Mr. W. M. Duke; that Kingan & Company was represented by Robinson & Company; that J. Decker & Company is represented by Mr. Allen; that Rath Packing Company was represented by W. M. Duke & Company until lately; that the Skinner Packing Company was represented in Birmingham until lately; that Oscar Mayer of Chicago were represented in Birmingham until a month or so ago; that the Cincinnati Abattoir Company is represented in Birmingham by Connell & Baldwin; that the Corn Belt Packing Company have been in the Birmingham market, but they are not represented there now; that the Newhoff Packing Company of Nashville, Tennessee is represented by the Inman Packing Company; Cox and Gordon are brokers in the Birmingham Market; that the Guggenheim Packing Company have been represented in Birmingham, but are not at the present

time; that he never saw any of the product of the East Side Packing Company of St. Louis.

That in 1916 and 1917, Swift & Company were represented in Birmingham with a branch house carrying a full line of fresh meat and provisions and packing house products; that Armour & Company had a branch house the same as Swift & Company, carry a full line; that the Cudahy Packing Company was represented by a branch house and carried a full line; that Morris & Company was represented by a branch house and carried a full line; that Wilson & Company
1844 had a branch house carrying a full line; that there were firms who have been on the market continuously for many years; that the Birmingham Company was in Birmingham in 1915 and has been there ever since, that it has a packing house outside the city and a branch house up town; that E. P. Allen has represented various packers in Birmingham since 1915 selling both fresh pork and provisions.

Q. Now, Mr. E. P. Allen, has he represented various packers in this market continuously?

A. Since 1915, yes sir, as well as I can remember, it is along about that time.

Q. Has he sold both fresh pork and provisions?

A. Yes, sir.

Mr. Horton: (To Mr. Allen who was present) Is that right, Mr. Allen?

Mr. E. P. Allen: Yes, sir.

Mr. Horton: You have always handled fresh pork?

Mr. Allen: I did not handle it up until 1916, fresh pork, 1917—1916, too.

Mr. Taylor: That is Andalusia pork?

Mr. Allen: Yes, sir.

Mr. Horton: Have you handled fresh pork from that time down to date?

Mr. Allen: Yes, sir, with the exception of two or three months after Andalusia quit me.

1845 Mr. Horton: What month in 1916 was it you started to handle Andalusia pork, Mr. Allen?

Mr. Allen: September.

Mr. Horton: Didn't you do a lard business almost exclusively at first?

Mr. Allen: No, began fresh meats right from the start; the business right from the start was not as heavy as it was later on, but I began handling it right from the start. It probably was not the first car, now, I don't mean to say

that; I might have handled one or two cars of lard, but it came right along about the same time.

That the Iowa Packing company has been represented in Birmingham since 1915 and since 1917 they have been bringing in fresh meats; that since 1915 they continuously sold smoked meats and provisions; that the Krey Packing Company in St. Louis had been putting provisions in the Birmingham Market during the past four or five years through brokers.

That the St. Louis Packing Company had lately been selling a great deal of fresh meat here, also provisions; that prior to this year the witness thought they had sold but little fresh meat; that when they were not handling fresh meat, they did handle smoked meats, provisions and lard. by provisions he meant dry salt meats, hams and bacon.

That the Hoffman Packing Company of Cincinnati had been selling provisions in the Birmingham market for
1846 some years past—back as far as the witness could remember; that the witness did not remember their sending fresh meat to this market.

That the Skinner Packing Company has been in the market since 1915 selling mostly provisions and fresh meats for just a short time; that this concern has been coming into the market until three or four months ago when they discontinued.

That the Hormell Company have been represented in Birmingham until the past year by brokers; that they now have a branch house selling full line; that prior to placing a branch in Birmingham they sold fresh meat and provisions for the past three or four years through brokers; that they were in Birmingham in 1916 and 1917.

That Kivgan Company were represented in Birmingham in 1916 and 1917 and were selling provisions through brokers; that only once or twice have they brought in fresh meat.

That J. Decker of Mason City has been represented by brokers in Birmingham for the past several years, including 1916 and 1917, selling both fresh meat and provisions; that the Rath Packing Company, Waterloo, Iowa, were represented by Brokers in 1916 and 1917, and continuously ever since, selling mostly provisions and some cars of fresh meat.

That Oscar Mayer have been represented in Birmingham by brokers selling provisions mostly for five or six years;

1847 That the Cincinnati Abattoir Company, Cincinnati, Ohio, is represented in Birmingham by brokers selling provisions mostly; has been in Birmingham for several years, including 1916 and 1917;

That the Corn Belt Packing Company, Dubuque, Iowa, has not sold very much stuff in Birmingham; that it is just for the past two years that they have been selling anything at Birmingham, as well as he can remember.

Mr. Horton: Do you handle that account, Mr. Allen?

Mr. Allen: Yes, sir.

Mr. Horton: How long have they come into the market?

Mr. Allen: We started about the time they first began operating, about two years ago, handle in carloads.

That the Evansville Packing Company was first represented in Birmingham in 1908, later discontinuing their branch and then coming back into the market and opening the branch in 1916, and has since been running a branch house, selling both fresh meat and provisions, the full line; that the Newhoff Packing Company of Nashville has been represented in the Birmingham market for the past two years. The Inman Packing Company represented the Newhoff Packing Company of Nashville, but the Inman Packing Company carry a full line of meats and provisions. That Cox and Gordon are represented by brokers and sell mostly provisions; that they have been here for the past eight or ten years.

That for the past five years a number of these pack-
1848 ers come into Birmingham in the winter time and sell fresh meat, but in summer time they go away from these markets because of the hot weather; the have to bring the stuff into Birmingham in cars and they have no place to carry stocks and therefore they were taking chances on bringing it in here and delivering it in the summer time. That business is not as good in summer time on fresh stuff as in the winter time; that as soon as the trade picks up and gets brisker in the fall, these people come back into the market; that trade on fresh products in the winter is always better, it can be handled easier in the winter time; that when the trade begins to increase in the winter these brokers begin to sell a great deal of stuff for the packers who do not have branches in Birmingham; that when there is a demand for meat in the Birmingham market, various packing houses send meat to that market to take care of the demand.

That he feels that he is familiar with the market conditions in Birmingham for the past six or seven years; that from his experience he is able to give his judgment upon how many pounds would be consumed in the City of Birmingham and the suburbs, and by fresh pork he means fresh pork cuts or any parts of hogs that is sold fresh, including fresh and frozen; that in his estimation in the neighborhood of 18 to 20 million pounds of such pork are consumed a year; that the consumption was less in 1916 and 1917; that there
1849 has been probably a 10% increase since that time because the city has grown some; that there is considerably more smoked meat and dry salt meats and lard sold in that territory than fresh meats; that he finds about 25 or 30 brands of lard in that territory.

Q. Have you ever known of Swift & Company doing anything in this market to restrain or suppress or lessen competition?

A. Why, they have increased competition; that is, their competition has been keener for the past year or two—they have been stronger competitors.

Q. That is, the Cudahy Packing Company find them to be stronger competition?

A. Yes, sir.

Q. From what time do you date that?

A. Well, since they have taken over the Andalusia plant they have sold a great deal of southern pork cuts here.

Cross-Examination.

Q. Now, on your direct examination you stated that competition had been very keen for the past three years; when would you fix that time as commencing, the period of this keen competition, when did it commence?

A. I could not fix any particular time; being continually increasing all along.

Q. Do you mean increasing in all respects or increasing in some respects, increasing as to all meats or increas-
1850 ing as to some meats?

A. Increasing in the full line of packing house products.

That there are more now in the markets selling meats than there were three years ago; that the Cudahy Packing Company in 1916 and 1917 did not sell soft or Southern pork; that Swift & Company prior to acquisition of Moultrie Pack-

ing and Andalusia Packing Company did not sell soft or Southern pork; that the Birmingham Packing Company did sell soft and Southern pork in 1916 and 1917; that the Andalusia Packing Company was selling soft and Southern pork in Birmingham in 1916 and 1917; that the Moultrie Packing Company was represented by a broker in Birmingham in 1916 and 1917; that the Evansville Packing Company when it opened its branch in Birmingham in 1917 handled corn fed stuff; likewise, Wilson and Company, Morris and Company, Geo. A. Hormell & Company, handled western pork in 1916 and 1917; that he does not know whether Armour started to bring in southern pork at that time or not; that Wilson & Company began slaughtering soft pork in 1917 and Morris and Company had a plant at New Orleans and were selling some soft pork products in Birmingham; that neither of these concerns are selling soft pork in Birmingham at the present time; that within the past five months Armour
1851 and Company have been selling soft pork in Birmingham; that he understands that Armour has closed its Tifton plant; that Cudahy Packing Company are not handling soft pork; that E. P. Allen Company is not handling soft pork at the present time; that Inman Packing Company has sold some soft pork during the past two years; that the St. Louis Independent Packing Company was handling Western Pork; that Robinson & Company, Iowa Packing Company, Krey Packing Company, Kingan Company, J. Decker Company, Rath Packing Company, Oscar Mayer, Cincinnati Abattoir Company, Corn Belt Packing Company, Newhoff Packing Company, Cox & Gordon, Guggenheim Packing Company, John Morrell Company, have always handled the Northern and corn fed pork products and have never sold soft pork.

That in his estimation of 18 to 20 million pounds of fresh pork sold annually in Birmingham, he had in mind the amount sold in 1920 in the city of Birmingham, including, Ensley, East Lake Park, Avondale, Woodlawn, N. Birmingham, Pratt City, Thomas, Boyles, and Bessemer, and that it included sales made to corporations buying supplies in Birmingham and shipping outside to Mills and factories, including the Tennessee Iron and Coal Company and other large steel mills; that he based his estimation not upon records of any packers or dealers but upon his own judgment, judging from his own sales; that he had no figures from his competitors on which he based his conclusions; that he used his

best judgment as to the total amount of fresh pork his
1852 company had been selling and guess at what every one else had been selling.

Redirect Examination.

The demand for fresh pork is lighter in the summer time than it is in the winter time. That if a packer was going to withdraw from the Birmingham market in the summer time, witness thought it would be during the months of July, August and September.

Witness was testifying on the 3rd day of August.

1853 L. B. WEIL called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after having been first duly sworn, testified in substance as follows (pp. 4253-4265):

That he is manager for the Evansville Packing Company and has been since February 1917; that the Evansville Packing Company has a branch house in Birmingham, carrying a full line of packing house products, including pork, beef and provisions; that he represented the Evansville Packing Company in Birmingham in 1905 to 1912; that he feels that he is familiar with conditions in Birmingham market.

That he was with the Cudahy Packing Company in Birmingham in 1915-16; that the Cudahy Packing Company has a branch house carrying a full line of meat products; that he was in charge of that branch in 1915-16.

When asked the question: "Now, what do you say about competitive business in this market, Mr. Weil, going back to 1915-16-17?" Mr. Weil replied: "Well, we have always had a lot of competition here of all kinds." That the competition now compared with 1916-17, he would say that there were independent packers always more or less coming into the market,—would stay a while and then get out and others would come in and take their places. That he does not know whether there are as many of them in Birmingham now as there were in 1917; that he would say there were just about as many; that he does not think there is much difference.

(Witness then named the packers having branch houses

and described the products they carried substantially the same as listed by witness Saunders Supra.)

1854 In addition to the packers named by Mr. Saunders Mr. Weil named the John Morrell Company, the Sinclair Packing Company, the Chicago Independent Packing Company, Arnold Bros., and the Wilson Provision Company of Peoria, Illinois, as being represented in the Birmingham market through brokers, and named the Alabama Packing Company and the Iron City Packing Company, local packers; that he finds that the packers represented in the Birmingham market are working the trade harder than they were in 1916-17, but not accomplishing as much; that comparing the market in Birmingham now with the market in 1916-17 there is not as much business now as there was in 1916-17; that during 1916-17 business conditions were better; everything was working, labor was employed; they are not at the present time.

That the steel, iron and coal industries are the big industries of Birmingham; that during former years they were all working and now a great many of them are out of work and do not have money to spend; that considerable more meat was sold in Birmingham market in 1916-17 than is sold now.

That he remembers when Swift & Company started to handle Andalusia meats; that in his judgment there was more competition after Swift & Company got the Andalusia plant than before; that he did not come in very close competition with the Andalusia stuff before Swift & Company got the plant; that his information is that the bulk of the

1855 Andalusia stuff before Swift & Company purchased the plant was sold to the larger dealers around town and that his company did not do very much business with those dealers; that most of his business was with the small dealers, who did not buy the southern pork; that Mr. Allen handled the account and did not cater to that class of trade; that Swift & Company now go out to the same class of trade that he does and that he encounters their competition everywhere he goes; that he is up against this cheap pork stuff; that he has been up against it before, and that he supposes Swift & Company offers Andalusia meat everywhere they can sell it; that he thinks there are too many packers in the Birmingham market at the present time.

Cross-Examination.

That there has been too many packers all along; that the elimination of the Moultrie Packing Company and the Andalusia Packing Company did not hurt his Company any; that the Dold Packing Company were doing business in Birmingham in 1916-17 and are not doing business there now; that the John Morrell Packing Company recently stopped; that the Rath Packing Company has been consolidated with some other concern and there is not much of that Company's products in Birmingham; that the Cincinnati Abatoir Company is not in the Birmingham market very much; that the Krey Packing Company is not doing very much business in Birmingham, but he could not say whether they were out entirely; that the Alabama
1856 Packing Company is out of business; that he does not know as to the Wilson Packing Company.

Redirect Examination.

That these outside concerns who shipped their stuff in Birmingham usually go out in the summer time and come back in the winter time; that he would think there was very little difference in the number of packers doing business in Birmingham at the present time and the number of packers doing business in 1916; that there were more in the market until this year when a great many of them left on account of business conditions.

Recross Examination.

That the Andalusia Packing Company was in the Birmingham market pretty good and that the Moultrie Packing Company was never very strong; that after the acquisition of stock of the Andalusia Packing Company, Mr. Allen ceased to handle things and Swift & Company took charge of the sales of that Company.

Redirect Examination.

That he is still meeting competition with Andalusia men through Swift & Company; that he is coming more into competition with it than he did when Mr. Allen handled it.

1857 J. T. HACKNEY called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after being first duly sworn, testified in substance as follows (pp. 4265-4269):

That he is the same Mr. Hackney that testified in this case on March, 1921; that he has been in the retail meat business in Birmingham for about fifteen years; that he remembers buying Andalusia meat from Mr. Allen when he was a broker; that he bought the same kind of meat from Swift & Company; that Swift & Company handled Andalusia better than the old packing company sent it in; that there is competition in the Birmingham market.

When we bought Andalusia meat, we figured on buying it from four to six cents under the Western stuff. Swift & Company give splendid service now, especially recently; you can order anything now and get it in four minutes after you call up.

Cross-Examination.

That he bought Andalusia products very fresh from Mr. Allen; that he would not have bought if it was not fresh.

1858 E. A. COLSON, called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after having been first duly sworn, testified in substance as follows, pp. 4269-4280:

That he is manager of Buehler Bros. Meat Market and has been for the past three years; that he has charge of buying of meat for two large butcher shops, and that he is familiar with trade conditions in Birmingham; that the competition among the meat dealers is strong; that he has dealt with Swift & Company from time to time; that he buys quite a little soft and oily pork from them; that he does not handle as much in the warm weather as he does in the cold weather because there is too much shrinkage; that it does not look as good when it is cut and does not give satisfaction as the corn fed stuff does; that if it was the same price as the corn fed he would not buy the soft pork; that soft pork spoils about

three times quicker than hard pork; that it will not hold up; it deteriorates quicker than corn fed. The he can buy soft pork 2c a pound cheaper than corn fed pork; that sometimes the soft pork is the same price as the corn fed, though generally on an average it is 2c a pound cheaper; that he can buy it for 2c a pound cheaper in the summer time, sometimes as much as 4c a pound cheaper.

That Swift & Company always give him pretty good service; that he never bought soft pork from Mr. Allen when he was handling the Andalusia account; that all the soft pork he bought was through Swift & Company, the Birmingham Packing Company, the Inman & Company or Armour & Company, once in a while.

1859 *Cross-Examination.*

That at the present time he is not buying soft pork from any one unless he has to because it is too warm to handle it; that he has bought from the Birmingham Packing Company, Armour & Company, Swift & Company once in a while; that it would be difficult for him to say from whom he could buy it now because he has not tried to buy any as he does not handle it in the summer time; that he bought some hogs last winter from Armour & Company which were killed in Birmingham at the Birmingham Packing Company plant; that once in a great while he could buy soft pork and hard pork at the same price; that is when pork is in greatest demand and the packers run out of the hard pork and he pays practically the same price for soft pork; that this would be usually in December, January and February; that he would not buy soft pork if he could get hard pork at anywhere near a reasonable price; that if soft pork would be 5c or 6c a pound less and he could use it up today or tomorrow a man would be foolish to turn it down and buy hard pork, but if he cannot the shrinkage is so much more that it would not pay him to pay the price for soft pork that he pays for hard pork.

That the first soft pork he ever handled was in 1918 when he first came to Birmingham and he supposed that he purchased it from Swift & Company.

1860 R. R. MORRIS, called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after having been first duly sworn, testified in substance as follows (pp. 4281-4285):

That he is in charge of the grocery business of Yeilding Bros. and buys the meats for the store which is located in the down-town section of Birmingham; that the store has five store rooms besides a wholesale house; that he is familiar with trade conditions in the meat business in Birmingham; that he was buying for Yeilding Bros. for about sixteen or eighteen months.

That he finds competition among the meat dealers very keen; that they are all anxious for business; that he has handled some of soft and oily pork of the Andalusia Packing Company; that since he has been with Yeilding Bros. he has not handled Andalusia meat, but before he went with them he worked for W. S. Brown for ten years and he handled some of it there; that the objection of some of the customers would be on account of it being oily and soft; that it would not stand up and the same would apply to the lard; it would not stand up like western lard.

Cross-Examination.

That he has bought Andalusia meat for his own personal use and has found it to be very good meat except that it is too oily and soft; so far as flavor is concerned, the flavor is good.

1861 J. M. BROWN, called as a witness by the respondent at Birmingham, Alabama, on August 3, 1921, after having been first fully sworn, testified in substance as follows (pp. 4286-4290):

That he is engaged in the retail meat business in the city of Birmingham a little south of the center of the city.

That he remembers buying some Andalusia meat from Mr. Allen back in 1917; that he has been buying the same class of pork from Swift & Company since they bought the plant; that the meat is put out in better shape now that it was then;

that it is frozen now and comes fresh and harder and keeps longer, but it does not keep as good as the corn fed does; that it is good eating meat when it is fresh; that it is better trimmed, as he remembers.

1862 W. B. EMOND called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after having been first duly sworn, testified in substance as follows (pp. 4290-4292):

That he is engaged in the grocery and meat business at Magnolia Point, Birmingham, Alabama, and has been located there for about five years, having been up there in 1916; that he remembers buying Andalusia meat from Mr. Allen; (peanut fed pork) that his trade prefers the corn fed meat to peanut fed pork according to his experience.

1863 J. H. GREEN called by the respondent as a witness at Birmingham, Alabama, on August 3, 1921, after having been first duly sworn, testified in substance as follows (pp. 4293-4303):

That he is local manager for Wilson & Company in Birmingham, Alabama; that he has been in the packing business for about twenty years; that he was manager for Wilson & Co. in 1915 and 1916 at Birmingham, and Morris & Company, Chattanooga, Tenn., until March 1920, when he became branch manager again for Wilson & Company at Birmingham; that he has been in the Birmingham market about three and a half years; a year and a half since March 1912, and two years in 1915 and 1916. That from his experience Birmingham is the most intensive competitive point he has ever worked in; that he has worked in Jacksonville, Savannah, Macon, Birmingham and Chattanooga.

(Witness then listed his competitors operating branch houses and represented by brokers in Birmingham, which is substantially the same as given by witness Saunders Supra.)

That he was not in Birmingham when Mr. Allen was handling the account of the Andalusia Packing Company; but that Mr. Allen is not now an active competitor in the Birmingham market with the accounts he handles. Mr. Allen

is now selling fresh pork and a line of provisions and has refrigeration facilities. That from his experience in the market he would estimate there is about two car loads of
1864 fresh pork consumed a day, or about seven hundred carloads of fresh pork consumed in a year in Birmingham, or about eighteen or twenty million pounds a year; that he would judge there were thirty brands of lard sold in the Birmingham market. That the volume of smoked meats and provisions was about 50 per cent as much as fresh pork, or about nine million pounds of smoked meats and eighteen or twenty million pounds of lard a year, possibly more.

That he finds Swift & Company salesmen selling the same trade that he is selling, offering a full line of packing house products, and he believes including Andalusia pork.

That at the present time competition is not as keen as formerly because trade has declined to buy from the brokers who ship into Birmingham without refrigeration facilities. That for instance the St. Louis Independent Packing Company is doing only about twenty per cent of their winter fresh pork business at this time; that they do more business in the winter than they do in the summer.

That he does not think that the larger packers with facilities are affected by the seasons as the smaller packers without facilities; that handling goods from cars only is a little bit dangerous in the extremely hot weather; that he finds more demand for pork products in the winter time than he does in the summer time, with respect to fresh products, but he sells more provisions and cured meats in the summer than he does in the winter; that he finds that Swift & Company are active competitors.

1865 E. F. BLUMELY called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after having been first duly sworn, testified in substance as follows (pp. 4304-4334, 4349-4359, 4382-4398):

That he is salesman for Swift & Company in Birmingham, Alabama, in the territory east of 20th Street out into the suburbs as far as Irondale, Gate City and Trussville; that he entered the service of Swift & Company in July 1914 in charge of the fresh meat department in the branch house; then in July 1915 he went on the road; that he was covering the same territory in 1916-17 as he is now. At that time he had about

one hundred and eighty customers; that he finds that about three per cent of these customers Mr. Allen sold to; that he is the only man in the employ of Swift & Company who was selling meat in Birmingham in 1916 and 1917.

Cross-Examination.

That the names of his customers doing business in July, 1917 are as follows:

Palace Market, Five Points and 20th St.
D. Costiglia, 25th Street and Avenue F
N. George, 27th Street and Avenue F
H. J. Clark, Avenue E and 27th Street
Smith-Taylor (now out of business) 28th Street and Avenue G
J. E. Davis, (now dead, place is run by P. L. Williams) about 2900 Avenue E
F. E. Meyer, 30th Street and Avenue F
1866 Corey & Falkner, Avondale
J. G. Dickerson, Avondale
W. J. Bond, Avondale
Avondale Grocery, Avondale
Avondale Cafe, Avondale
Pharo Grocery,
Ezell Bros.,
Avondale Mills (C. H. Swope)
Charles Megro,
Watson Grocery Co.,
J. C. Steinbauer, Grand Ave. & 15th Street
Lillian Wood, 4300 Georgia Road
Shelby & Company, 50th Street and 1st Ave.
J. W. McGuirk, (now occupied by Hill Grocery Co.) 51st near 1st Ave.
J. H. Shotling, 54th Street
D. S. Boone 52nd Street
J. L. Lawler, Wauhoma Station
Lessman Bros. 49th Street and Georgia Rd.
Wm. Wording, 15th Street near 12th Ave.
W. L. Maollary 53rd Street near 1st Ave.
J. L. Thornton, 55th Street
E. C. Rice, 55th Street
Brown Grocery Co. 55th Street and 1st Ave
J. M. Parton,
Burris & Co., 57th Street and Tidewater Car Line

1867 Woodlawn Mercantile Co., 57th Street and 1st Ave
Mrs. J. M. Ashley, 2nd Ave & 64th Street
Tony Mutlibiono, 3rd Ave. and 63rd Street.
J. B. Vance, 62nd Street and 3rd Ave.
W. Y. Lewis, Tidewater Car Line and 63rd Street
George Hyde, (Warrens Economy Market) Wautoma Station Tidewater Carline
W. H. Mitchell, Wautoma Station
H. A. Bartman, Wautoma Station
E. Canterbury, Wautoma Station
Mrs. J. M. Atkins, 73rd Street and 1st Ave
Sadler Bros., 77th Street and 1st Ave.
Howard College, College Station
Orphans Home, East Lake
C. J. Henry, 83rd Street and Tidewater Car Line
J. A. Goodwin, Terminus and Tidewater Car Line
A. Montano 84th Street and Sloss Ave
J. T. Surratt Roebuck Springs Country Club
Higgins & Turner,
J. D. Sutton, East Lake Park
Griffin Bros. East Lake Park
W. T. Dixon 77th Street and 1st Ave
E. Jenkins, Gate City
T. C. Burgess, Gate City
1868 J. T. Ramsey, Irondale
W. L. George & Co. Irondale
J. W. Holbrook, Irondale
J. T. Mackin (Cash Store) Irondale
Mrs. Montgomery Irondale
George Elkins, 67th Street and Gate City Car Line
Mrs. J. M. Addison, between 67th and 68th Street off Gate City Car Line
L. A. Tynes, Gate City Car Line
E. L. Williams, 48th Street & 10th Ave.
J. W. King, 51st Street & 9th Ave.
W. S. Walker, 50th Street & 7th Ave.
Mr. Kirby, 10th Ave. & 48th Street.
A. Yarborough, 44th Street & 10th Ave.
Mrs. J. W. Parker, 44th Street & 12th Ave.
J. Arnst, 44th Street & 13th Ave.
East Birmingham Market, 44th Street & 10th Ave.
F. W. Smith, 10th Ave. & 46th Street.
L. E. Leffler, 51st Street & 1st Ave. N.
A. M. Wofford, 43rd St. & 10th Ave.

Lee Wright, 44th Street & 10th Ave.
Joe Schilici, 12th Ave. & 44th Street
Frank Selina, 43rd Street & 10th Ave.
Alexander Bros., 36th Street & 10th Ave.
Paul Alexander, 39th Street & 10th Ave.
Joe Graffio, 12th Ave. & 39th Street.

1869 W. E. Vernon, 39th Street near the R. R. tracks
L. H. Smith, Boyles Pike
Russo (address not given)
Charles Morrison, 21st Street & Frisco Tracks
Frank Madona, 21st Street & Frisco Tracks
L. A. Morton, 11th Ave. & 21st Street
W. B. Emond, 10th Street & 11th Ave.
St Vincent's Hospital On the Highlands
Mike Friolla, 23rd Street & Avenue I
Joe Friolla, 29th Street & Avenue F
John DeGesus, 25th Street & 4th Ave.
Sam Branda, 56th Street & 1st Ave. Woodlawn
Pete Mola, 27th Street & Terminal
John Shields 23rd Street & Magnolia Point
Gold Market 2nd Avenue between 24th & 25th Sts
Five Points Drug Co., Five Points and 20th Street
Persian Bakery Five Points and 20th Street
J. C. Robinette, 3rd Avenue & 24th Street
Mrs. Barrett, Boyles
Chanler & Co. Boyles
John Portera, Avenue C & 23rd Street
Craig Grocery Co., Hillside Station
Clinton Smith, Boyles Park, Ingellock
T. W. McCoy, Ingellock
W. M. Wade, Boyles
Dolcito Quarry Co. Tarrant City
George Marcus East Lake
Sloan Bros. Avenue B. & Spring Street

1870 That the names of the customers who compose the 3 per cent sold by Allen are as follows:

Avondale Grocery, E. C. Rice, Shelby & Company, J. G. Dickerson of Avondale and the Brown Grocery Co.; that it was only at the stores named that he ever met Mr. Bauer, salesman for E. P. Allen; that he never heard of E. P. Allen having any other salesmen; that he watches his competitors very closely and does not think that any other salesman but Mr. Allen called on his customers selling goods of the Andalusia Packing Company; that if Mr. Allen's record shows that

he did sell meat to more of these people that it would be proper evidence; that he was just speaking from memory; that he never asked any of his customers individually whether they bought Andalusia meat; that they were all engaged in the retail meat business with the exception of cafes, hotels and bakeries; that he sold the customers named meat, lard, butter, eggs, cheese, glycerine and soap; that all of these customers at some time or another purchased meat products from him.

1871 SAMUEL RITCHEY, calleld by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after being first duly sworn, testified in substance as follows (pp. 4334-4338):

That he is engaged in the retail meat business at 4103 1st Avenue, and has been so engaged since 1915. That he remembers when Mr. Allen was handling Andalusia meat and bought some from him; that he has bought meat from Swift & Company since they have been handling Andalusia meat; that when Mr. Allen handled the account of Andalusia he did not have a freezer; that he has one now. That most of the time he gets Andalusia from Swift & Company; now it is frozen and that is the only way he can handle it because it is so soft; that is all the difference he can see; that he does not see much difference in the way it is trimmed; that he is satisfied with the service Swift & Company gives him.

That there are lots of people in the market trying to sell him meat; that he cannot give everybody that calls on him an order; that there are more people calling on him than he can give orders to.

Cross-Examination.

That there has always been a great many people calling on him selling meat ever since he has been in business; that for his business he likes to handle frozen pork better than unfrozen pork; that for personal use he would rather have it fresh; that the pork Mr. Allen sold him was fresh, but he could not keep it long; that frozen stuff always keeps a little better; that Mr. Allen always got it to him in good shape; that he got good service from Allen.

1872 A. HALZER, called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after having been first duly sworn, testified in substance as follows (pp. 4338-4343):

That he is engaged in the retail meat and delicatessen business in Birmingham at 1826 4th Avenue, and has been so engaged for the past thirty years. That he remembers in 1916-17 buying Andalusia meat from Mr. Allen; that he does not buy that meat now because it did not give satisfaction; that he stopped after Mr. Allen handled it and has not handled it for four or five years; that it would not hold up; that customers would not buy it; that he stopped handling it because it would not hold up and would not keep, did not look nice after it was sliced and the customers would not buy it.

1873 J. A. SNOWDEN called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after having been first duly sworn, testified in substance as follows (pp. 4343-4348):

That he is engaged in the retail meat and grocery business in Birmingham at 50th Street and 1st Avenue for the past twenty-eight or thirty years; that competition is sharp; that a number of salesmen call on him regularly; that he cannot give orders to all salesmen that call on him; that he is offered more meat than he can possibly buy; that he remembers buying Andalusia meat from Mr. Allen; that he did not buy a great deal—some most every week though; that he has continued to buy it since Swift & Company has been handling Andalusia meat; that he believes he has bought more from Swift & Company than he did from Mr. Allen; that he would say from the service that he gets from Swift & Company on pork products, such as pork shoulders and pork loins, they come more uniform in size and closer to average since Swift & Company has been handling it; that the loins are wrapped better; that Andalusia could not give the service that Swift & Company is giving, and that the meat is now more desirable from the market man's standpoint; that he could not remember with respect to trim, but at the present time he has no complaint to make with regard to trimming and the cuts; that when he was buying from Allen, lots of times when he bought

cuts of pork shoulders and pork loins he would find one extremely small and one extremely large to make the proper average weight, one or two small and the next a heavy
1874 one; that they come more uniform now in size; that they did not then, and that when he orders 8 to 10 pounds shoulder and 8 to 10 pounds loins he prefers to have them come that way.

Cross-Examination.

That he never has any trouble buying all the meat he wanted in Birmingham; that he never saw the time when he could buy all the meat that was offered to him; that salesmen have always been after his business since he has been there; that there is no change in this respect so far as he can remember; that it would be impossible for him to tell just how much meat he bought from Mr. Allen and just how much meat he subsequently bought from Swift & Company; that he knows he bought from both of them. That this is his own personal knowledge he is testifying from.

1875 W. B. WALLACE, called by the respondent as a witness at Birmingham, Ala., on Aug. 4th, 1921, after first being duly sworn, testified in substance as follows (pp. 4360-4365):

That he is engaged in the meat and grocery business and has been for nearly three years; that he has been in the meat business in the Birmingham market for about six or seven years; that before he opened his own store he was connected with the Birmingham market & Produce Company; that at one time this company operated five markets in Birmingham; that his market has handled very little soft pork; that he never likes to handle it unless there is a differential of 4c to 6c a pound between it and hard pork; that he does not handle it when he can get hard pork; that competition is stronger than it has ever been before; that the salesmen seem to be more active and more anxious to make sales and are working him harder; that they hang on longer and call more frequently; that some packers have representatives in his place two or three times a day.

Cross-Examination.

The last few weeks salesmen have made greater cuts from the original price than ever before; that he is not familiar with the business conditions when the Andalusia Packing Company was doing business with Mr. Allen.

1876 W. S. MOUGHON called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after having been first duly sworn testified in substance as follows (pp. 4365-4375):

That he is manager for Armour & Company branch house in Birmingham and has been for the past thirty-two years. That competition in Birmingham is the greatest competition in any line of business that he knows of. That he was familiar with the market conditions when Mr. Allen was handling Andalusia meat. That he did not consider the Andalusia meat handled by Mr. Allen and brokers in the market; that it did not bother him in the least. That he considers the competition of Swift & Company handling Andalusia meat harder competition because they get around more, get to the customers and work the trade closer; that competition has increased during the past four or five years; that nearly every packer in the United States is handling stock or bringing cars into Birmingham; that those who do not have branch houses have brokers and those who do not have brokers carry stock or run road cars in and take orders.

Cross-Examination.

Upon cross-examination Mr. Moughon testified that he always has had competition in the Birmingham market since he has been there. That he considers that the Andalusia Packing Company did a very small business in Birmingham in 1916-17; that he does not know how much business they did; that they could only do business for a few months
1877 in the year on account of not being able to get live stock to kill; that he figures that the Andalusia Packing Company possibly sold about one per cent of the amount of pork cuts handled on the Birmingham market; that their shipments to Birmingham were spasmodic; that in some weeks they would ship a car and some weeks possibly two cars—

then they would drop out—that it was a hard matter for him to estimate how much they sold; that he would say possibly they would sell a million pounds of fresh pork and dressed hogs in the course of a year; that he saw very little of their cured meats; but that he saw a good deal of their fresh meats in the trade.

That he did not take much notice of the Andalusia Packing Company until Swift & Company got hold of it; that he knew it would make competition, they would find it harder; that Swift & Company is a larger concern; that he supposed they would enlarge the plant; that they had more money to handle the business—they had a better outlet for the products; that in his opinion Swift & Company would sell twice as much as Allen sold the first year after they got the plant and this continued down to 1919 when all of the business fell off 33 1/3 per cent, but that he would say that there was no falling off to amount to anything in the sales of Andalusia products in 1919 in the Birmingham market.

Redirect Examination.

That the volume of meat any packer is able to put out into the market depends upon the hogs that he gets.

1878 J. L. THORNTON called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, after having been first duly sworn, testified in substance as follows (pp. 4376-4382):

That he is engaged in the business of retailing groceries and fresh meats in Woodlawn and has been so engaged for sixteen years. That he bought some Andalusia meat from Mr. Allen when he was handling the account and that he has been buying some from Swift & Company since they began handling it. That he thinks since Swift & Company has had the Andalusia plant the meat is in better shape than it was previously; that they are in better position to handle meat and it comes to him in better shape; that Swift & Company has a better coolor and that they smoke their hams better, they are better cured; that the hams seem to be better trimmed than they used to be and more uniformly graded.

That in his opinion competition is keen and always has been; that there are plenty of salesmen there and are ready

to sell him anything he wants; that he cannot give an order to every salesman that calls upon him.

Cross-Examination.

That he never saw the time that he could give an order every week to all salesmen calling on him since he has been in business except in war times when the packers did not have the stuff. That he possibly bought three times as much Andalusia products from Swift & Company than he did from Allen. When Swift & Company took hold of the packing house they kept the stuff all the time in their cooler especially
1879 in the winter season. That he prefers Andalusia pork when he can get it fresh, but this kind of soft pork except it is kept fresh all the time cannot be handled to advantage because it will go to the bad so quickly; that he has to have it in small quantities and regularly in order to keep it fresh; that he likes the flavor of it but it will not keep as well as other meat; that the customers did no know where it comes from; that they just know it is pork loin and they know when it is good, and that he offers them pork that he knows they will like.

1880 J. L. THWEATT called by the Respondent at Birmingham on August 4th, 1921, having been first duly sworn, testified in substance as follows (pp. 4398-4410):

That he is the same Mr. Thweatt that testified in this case in Birmingham last March and again in Andalusia last week; that in making up respondent's exhibit #23 he took the actual buying and selling figures, the actual money that was paid for live stock and the actual price Swift & Company furnished product for, and the difference represents profit or loss; that when the Andalusia plant buys a product from some other plant of Swift & Company, it is billed at the wholesale list price of this product, which is made by using the Board of Trade quotations as a basis; that a similar rule would apply from other sources than Swift & Company, it would be bought at the market price; that when the Andalusia plant sold branch houses of Swift & Company, it would sell on the basis of the wholesale price, which is arrived at from the Board of Trade quotations, taking into consideration in making the

price, the quantity and quality of the product involved; that Andalusia Packing Company marketed its products through about fifteen branch houses, the bulk, however, being sold through ten branch houses; that by bulk he meant 90% or 92%; that approximately 900 towns are worked, covered by salesmen who have headquarters at these ten branches; that the idea is to have the salesmen sell the trade in each town they work, on Andalusia products as well as on Western products; that special effort has been made to sell the Andalusia products through these branch houses; that it was personally his job to keep after the Manager who run these branch houses to order Andalusia products and sell it while it is fresh for the best price it will bring; and that in turn
1881 they are required to carry out the same procedure with their salesmen; that he takes this up with the branches every week and with important branches like Birmingham, Montgomery and New Orleans two or three times a week; that he tells them he must have orders for the product; that he realizes it is a special product and must be sold in a restricted territory, and it is up to him, being in charge of the sale of this product, to see that it is given preferred attention just because the territory is restricted; that he takes it up with the managers over long distance telephone, by wire and by letter and makes personal visits; that Andalusia product is harder to sell than the Western product.

Cross-Examination.

That temporarily he has other duties besides looking after the sale of Andalusia product; that since he left the Andalusia plant and went to Montgomery it became his duty to push the sale of Western products as well; that Montgomery and Pensacola are the principal markets for Andalusia product; that they hoped that Birmingham would be the big consuming center for Andalusia product, but he cannot say that Birmingham is the principal point through which the product moves; that they have not been satisfied to make the prices necessary to move this product in the volume they had hoped to offer it, restricting it to this Birmingham market; that a carload of hams was shipped last Fall to Buffalo on consignment and they suffered a loss of $500.00.

Redirect Examination.

That all of these houses are in business to make money and his conclusion is that he had to give as high as 6c a pound concession under the Western pork lists to get them to sell the Andalusia product.

1882 That quality considered, the Andalusia product is sold to the branch houses of Swift & Company at the same price they would sell it to any wholesale concern; that any product bought for Andalusia from Swift & Company would be used in connection with the manufacture of product they put out, like lard and sausage; that they would pay the same price for the product that any wholesale manufacturer would pay; that he has bought lard stearine outside of Swift & Company from Kingan & Company, and the price was arrived at on the Chicago Board of Trade billing; that he assumes when Western pork was brought in to supply car lines operating out of Andalusia, that the same price was paid that any wholesaler would pay.

1883 F. G. BREWER, called by the respondent as a witness at Birmingham, Alabama, on August 4th, 1921, after having been first duly sworn, testified in substance as follows (pp. 4410-4423):

That he is the manager of Swift & Company, Birmingham, branch, and has been manager or assistant manager for 18 months; that for 3½ years prior to that he was assistant to the District Manager; that the Birmingham branch has 8 salesmen, 4 trucks, 3 wagons, 6 automobiles for salesmen, 6 coolers, 3 or 4 thousand cubic feet of cooler space, and employs about 40 people; that there are from 2300 to 2500 possible customers in the Birmingham District; that Swift & Company has between 1100 and 1200 active customers, to which are sold from 2 to 5 bills of goods every 30 days; that it has been the same for the past 4 or 5 years, except in 1918 and part of 1919, when there were more customers due to war conditions and better business conditions; that the Birmingham branch handles and produces and carries a stock of Andalusia products all the time; that it requires a price differential under the Western meat to sell Andalusia product; that that differential is from 2c to 4c; that everyone is required to put forth special effort on Andalusia pork, which

consists of constant prodding of the salesmen, checking up on them, keeping after different customers in his territory, and wherever possible, looking for a new outlet; that the Branch House Department, Chicago, and the District Manager are constantly on their necks to sell Andalusia products; that if they do not get the price they ask, they must sell at a lower price, because it must be moved; that Andalusia product will not keep as long as Western product; that in his judgment Swift & Company does 10% of the pork business in the Birmingham market; that by pork business he includes all pork products, including neck bones, spare ribs, pork
1884 loins, shoulders, hams and backs; that it does not include offal such as snouts and feet; that competition conditions are keener at the present time than they have been in a great many years because there is less consumption and more competing plants on the market.

Cross-Examination.

That it always has been difficult to sell the Andalusia product; that the 2300 to 2500 customers mentioned by witness were customers that are considered eligible to buy in a wholesale way; that some of them do not handle fresh meats in the summer time; that the Birmingham district comprises the whole of Jefferson County, including Bessemer; that the number of customers given was approximate, just an estimate; that the number of customers Swift & Company has included C. O. D. customers and was taken from the statement of the active customers on Swift & Companys books; that some of these customers deal in cured meats only; that some handle fresh and cured meats during the season and cured meats only in the other part of the season.

Redirect Examination.

That Swift & Company handle 4% or 5% of the smoked meat business in the Birmingham district.

Recross-Examination.

That Swift & Company handles from 1,200,000 to 1,500,000 pounds of smoked meats a year; that Swift & Company's per cent of the total smoked meats business testified to is his own private opinion.

1885 F. N. PHILLIPS called by the respondent as a witness at Birmingham, Alabama, on August 4, 1921, and after having been first duly sworn, testified in substance as follows (pp. 4424-4430):

That he is Secretary and Treasurer of the Birmingham Packing Company located at Birmingham, Alabama. That his concern has a plant located at North Birmingham, and a branch house in the city; that it kills both cattle and hogs, and it has been in business for about twenty-five years selling meat products. That the competition in the Birmingham market is as keen as he has ever known and has been for some years.

That soft and oily hogs have been slaughtered at his plant but none are slaughtered there now; that they have not slaughtered any soft hogs in two years; that product is very inferior in quality and is undesirable in looks, and much harder to sell then good firm pork; that he has seen soft pigs and hard pigs handled in the same cooler, and the soft pigs the price from 2c to 3c less than the hard pigs, and the customers would always take the hard ones in preference to the soft; that is, as a rule they would; that he does not think that the soft and oily hogs can be sold as profitable as firm hogs; that his concern had a branch house in New York City and tried to sell soft hogs up there; that they sold quite a few but the business was unsatisfactory and not profitable and they discontinued it.

That he was familiar with the market in Birmingham at the time the Andalusia Company was handling its products and since Swift & Company has been handling Andalusia products.

1886 That he thinks the Andalusia plant operating under Swift & Company's control could offer and has offered more competition than it would under the control of the old Andalusia, for the reason that Swift is established in Birmingham and have their branch and selling facilities, and naturally they could sell more products from the Andalusia plant than the brokers could in the Birmingham market.

That he is familiar with the government specifications which the government passes bearing on pork products; that almost invariably one of the first specifications set out is that hams and soft and oily hogs will be rejected.

That he has never known that Swift & Company did anything to suppress or lessen competition in the Birmingham market.

Cross-Examination.

That he did not think that Swift & Company lessened competition by buying the stock of the Andalusia Packing Company; that he did not notice it in the Birmingham market; that he does not think Mr. Allen's concern is as firmly established in Birmingham as Swift & Company is; that Swift & Company would go out and sell more of the products than any broker here; that it is true when Swift & Company bought the stock of the Andalusia Packing Company Mr. Allen was compelled to stop handling the Andalusia product, and that the competition which previously existed between Swift & Company and E. P. Allen Company, growing out of the sales of Andalusia pork by E. P. Allen Company had ter-
1887 minated. That he thought Mr. Allen took on another account at that time—he could not remember—that Mr. Allen did not go out of business or leave Birmingham, but that he was put out of business, which during the preceding years he had built up by the purchase of the Andalusia stock by Swift & Company.

That no doubt the government specifications rejecting soft and oily hogs were written by big packers who were dealing in western hams. That in reading over some of, the specifications it seemed as though some of the big packers or packers closely connected with them drew them up so that the smaller packers would find it impossible to bid on them. That he knew when he went to Montgomery to bid on some stuff when he saw some of the specifications he got on the train and came back home.

That he does not know as a matter of fact whether E. P. Allen during the last years that he handled Andalusia product sold more than Swift & Company did during the following year, or less.

(Witnesses excused.)

Mr. Horton: That closes the respondent's case in Birmingham, Mr. Examiner.

1888 Examiner Sadler: Anything in rebuttal?

Mr. Haycraft: Yes, we want to put Mr. Allen on.

E. P. ALLEN was thereupon called as a witness for the Commission in rebuttal, and having been duly sworn,, testified as follows:

Direct Examination by Mr. Haycraft.

Q. Mr. Allen, are you the same E. P. Allen that testified for the Commission in this case last March?

A. Yes sir.

Q. You were acting as broker for the Andalusia Packing Company, were you not?

A. Yes sir.

Q. From September, 1916 to some time in September, 1917, I understand?

1889 A. Yes sir.

Q. I will ask you first, Mr. Allen, whether during the time that you had this account you made any sales to Swift & Company?

A. Yes sir.

Q. Of the products of the Andalusia plant?

A. Yes sir.

Q. Have you any way of determining the amount of those sales and the time that they were made?

A. Not the exact amount, but we can get somewhere close to it from that cash book.

Q. What is this book that you have before you now?

A. It is a memerandum cash book, where we put the names of the customers and the amount that they paid, which was then put in the bank.

Q. Does it represent collections made?

A. Yes, it represents collections made from customers.

Q. How is it designated at the top here, of the page?

A. Andalusia Packing Company, 1916.

Q. What is the date of the first entry, what does the first entry consist of?

A. September 7th; the first entry was one cash sale, amounting to $9.24.

Q. What do those cash sales represent?

A. They represent sales to customers there in the house for cash or to customers outside on C. O. D. terms.

1890 Q. Then I notice under this the names Wilson & Company, Morris & Company, and other names, what do those represent?

A. They represent sales which were made to those people who paid by checks.

Q. How were these entries made in here with regard to the date as it appears on the left hand margin?

A. How were they made, you say?

Q. Yes, with reference to the time indicated on the left hand margin?

A. The date that they represent.

Q. In other words, the entries were made the same day that the money was received?

A. The entries were made the same day that the money was received, yes sir.

Q. Does this book contain any other data besides the character of date you just indicated, representing sales and transactions of the Andalusia Packing Company?

A. Yes, the latter part of the book is in reference to another account that we represented, J. E. Decker & Company, which started in February, does not show the year on that.

Q. What year was it, do you remember?

A. It was '18, February 21st, 1918.

Q. Well. pages one to ninety of this cash book represent what, Mr. Allen?

A. Represent collections we made for the Andalusia
1891 Packing Company products for the time that we represented them.

Q. And contains the date collections were made, the name of the customer paying the account, and the amount of the money collected, is that correct?

A. Yes sir. Now, that does not cover all of the collections that were made during the first five months that we represented them. A good many collections were sent direct —rather, a good many remittances were sent direct to the Andalusia Packing Company.

Q. And were not entered in this book?

A. And were not entered in this book.

Q. So for that reason this is not a complete record?

A. Yes sir.

Q. Of the entire transactions?

A. No sir.

Q. Well, referring to this record, will you state the collections made from sales made to Swift & Company during the period of time—and by Swift & Company I mean Swift & Company's branch here, the branch here of Swift & Company, the respondent in this case.

A. On December 28th we collected from Swift & Company $729.17. That represented sales that we made to them for that amount.

Q. What years was that, Mr. Allen?

A. 1916. On page 11, December 7th, we collected $274.59; December 7th, 1916, we collected $274.59 covering sales made to Swift & Company.

1892 Q. Is there any way you can tell at this time what these sales consisted of, what commodities?

A. No, only from memory.

Q. Can you remember each identical sale, or can you just remember in a general way when you sold?

A. Just in a general way what we sold.

Q. Have you any other sales?

A. Yes, there was a number of different sales in here, but they are scattered around. Page 25, February 1st, 1917, we collected from Swift & Company $211.66, covering sales made to them.

Q. Any other entries?

A. Yes. Page 29; January 16th—February 16th, that is, we collected from Swift & Company $155.30 covering sales made to them, again.

Q. Any other items?

A. Page 32, February 26th, we collected from Swift & Company $111.37, covering sales made to them.

Q. Any others?

A. Page 34 we collected from Swift & Company $261.14, on March 1st, 1917.

Q. And others?

A. Page 43 on March 30th we collected from Swift & Company $97.24 covering goods sold to them.

Q. Does the book show any other collections made from Swift & Company?

1893 A. I have not located any others in there; I think that is about all my book shows.

Q. Now, will you state to the best of your recollection the occasion for these sales, what the commodities were?

A. I dont know the occasion.

Q. The circumstances under which they were sold from their beginning up to the last sale that you remember you made?

A. I dont know just the circumstances or occasion for the sale except that Swift probably needed the product and went out to buy it and bought it from us.

Q. What products do you recall that you sold?

A. The product was principally fresh meats, hams, shoulders and loins.

Q. Were they Andalusia products?

A. They were Andalusia products, yes sir.

Q. Do you recall having any conversation with the manager or any other employee of Swift & Company at the time these purchases were made?

A. Not at the time the purchases were made, no.

Q. When the collections were made or at any time, in regard to the products that you were selling?

A. Well, I know they usually laughed at us and wondered how we were able to get the prices we were able to get; the amusing part of it to us was that they would buy the stuff and compete with us on it. We made them a little 1894 lower price than we did the trade on it.

Q. You made them a lower price on account of the quantity?

A. Yes, on account of the quantity they bought. We had a constant fight with the salesmen representing the different packers knocking the Andalusia products; it was a continuous fight, not only with Swift but with all the other packers.

Q. In selling the Andalusia product during the time that you had that account did you restrict your salesmen as to any particular territory where they were to solicit trade?

A. Yes, we did not have—at that time my best recollection is that we had four salesmen working, there were three constantly on the trade, and the other one was in the house part of the time. We had to limit ourselves to the trade that we worked, we also limited ourselves to the class of trade that we worked; when I say the trade we worked I mean the territory we covered, also to the class of the trade that we worked, we also limited ourselves to the class of trade that we worked; when I say the trade we worked I mean the territory we covered, also to the class of the trade that we worked; there was a great many smaller merchants that we would not sell on open terms at all.

Q. Just what territory did you cover and work in the solicitation of business for the Andalusia products?

A. We catered largely to the coal mining business in the Birmingham district, who were the largest buyers. Next we catered to the upper second Avenue trade, and the large markets down town, and then we picked out on the outskirts of

the town the customers that were well rated, and had
1895 the reputation of being prompt pay and worked them.

Q. Mr. Allen, did you hear from Hackley testify yesterday afternoon?

A. Yes sir.

Q. Do you recall him stating that he bought Andalusia products from four to six cents under the western pork products?

A. Yes sir.

Q. I will ask you wheher or not you recall selling any pork products to Mr. Hackley four to six cents under the price of western pork?

A. No sir, we did not.

Q. Do you recall selling any products to anybody at four to six cents under the western price?

A. We did not.

Q. What was the usual differential, if any, that was as observed by you in the sale of the Andalusia products while you were handling their account?

A. The small trade we got practically the same price as the big packers did all over the district; with the larger customers we would make some concessions on account of quantities, and the big packers would always make about the same concessions on their products. In other words, we held it practically at the same price as the western products were being sold at, and we knew that we were doing that, because we represented a western house at the same time and compared the prices from day to day.

1896 Q. What selling argument did you use in making your sales to the trade?

A. That it was an Alabama product and that they were helping Alabama industries in being goods from them; that was the main selling point we had.

Q. How about whether or not it was frozen or fresh pork?

A. There was very little question at that time brought up about it, in fact, up until the time, about the time that we discontinued handling it there had been comparatively little frozen pork brought in here except in the extremely hot weather in the summer time; packers are as a rule were bringing in fresh stuff in here.

Mr. Horton: What was that answer?

(Answer read)

Q. There has been some testimony here by witnesses yesterday and today in regard to the service rendered by Swift

& Company after that concern purchased the Andalusia Packing Company. I will ask you to state for the record the kind of service you rendered at the time you were handling the Andalusia account, going from the time you ordered the goods and it was shipped to the time you delivered it to your customers?

A. At the time that we were taking orders for the Andalusia Packing Company, at the time we began, I should say, we would take the orders and send them in to them to fill them; they would fill and ship them; the car would
1897 arrive here; it would be unloaded immediately upon arrival.

Q. What facilities did you have at that time for making deliveries?

A. I did not have cold storage, but I kept the goods in the refrigerator car until it was checked out; we had our own drays, and where we did not have enough, some of these cars would come in that way, we would always hire extra drays.

Q How long after the goods arrived would you get them to the customer?

A. Usually within three to four hours; as soon as it could be unloaded.

Q. Now, after—at that time how long would it take a car to get from Andalusia to Birmingham?

A. The cars would leave Andalusia at 2:45 and arrive in Birmingham around 7:30 to 8:00 the next morning, they were at our back door between 8:30 and 9:00 o'clock every day, except occasionally a delay, which did not happen but very seldom.

Q. 2:45 in the afternoon or morning?

A. 2:45 in the afternoon, and they were at our back door at 9:00 A. M. the next morning.

Q. Now, you say at first your orders were sent in direct to the plant, and you made deliveries as the cars came in; was there any change in that situation then?

A. Yes, along about January 1st, we just ordered out the product that we thought we could sell; they would
1898 consign it to us, and we would deliver it out of the car; we would keep those cars there then sometimes about a couple of days, and keep them well iced; we were in position to give just about as good refrigeration, except in July and August, as we would have been if we had had a cooler, because we was not crowded for space; we would deliver

part of it out of the car and it would leave plenty of room in there to handle the remaining part.

Q. Did you ever find it necessary to put some of the products in cold storage?

A. Yes sir.

Q. Will you state whether or not you lost any of the product due to the lack of proper refrigeration?

A. No sir.

Q. Did you hear Mr. Blumely testify this morning?

A. Yes sir.

Q. In regard to the trade served by Swift & Company during 1916 and '17, up to date?

A. Yes sir.

Q. I am going to read to you the names of the concerns which he gave as his customers, and ask you whether or not you sold them Andalusia products, and also to state the character of the concern, whether it was small or large concern, and whether it handled fresh meats or not.

A. All right.

Q. T. M. Wood, F, about 21st?

1899 A. Yes, we sold him; he was a small concern, carried fresh meats, though.

Q. Pete Madona, 23rd street near Avenue H?

A. We sold him; he was small, sir; sold him C.O.D.

Q. Palace Market, Five Points and 21st street?

A. Yes, we sold them

By Mr Horton: Q Now, when you say you sold them, Mr Allen, you mean that you sold them Andalusia products?

A Yes, either Andalusia fresh meat or hams or lard or whatever it was that we were selling him.

Q. You sold him some kind of Andalusia products?

A Yes sir.

By Mr. Haycraft: Q. D. Costiglia, 25th and Avenue F?

A. I cannot recall where I sold him.

By Mr. Horton: Q. Where or when or if ever?

A. If ever.

By Mr. Haycraft: Q. N. George, Avenue F and 27th street?

A. Sold him C.O.D. All along.

Q. H. J. Clark, Avenue E and 27th street?

A. I sold him.

Q. Smith Taylor, 28th and Avenue F?

1900 A. Did not sell him.

Q. What kind of a market was it?

A. Small man.
Q. How about H. J. Clark?
A. He is a very small man, too.
Q. How about D. Costiglia?
A. Small man.
Q. J. E. Davis, 29th and Avenue E?
A. Sold him regularly, a great deal of stuff.
Q. F. E. Meyer?
A. I sold him regular.
Q. Corey & Falkner?
A. Sold them regular; good merchants, all three of those you have just named.
Q. J. G. Dickerson?
A. I sold him regular.
Q. Was he a large or a small merchant?
A. Good sized merchant.
Q. W. J. Bond?
A. I did not sell him.
Q. Avendale Grocery?
A. I sold him regularly, good deal of stuff.
Q. Large or small market?
A. Well, it is a large outside market.
Q. Avondale Cafe?
1901 A. Dont know them.
Q. Pharo Grocery?
A. Sold him regular.
Q. Ezell Brothers?
A. Dont know them.
Q. Watson Grocery Company?
A. Dont know them.
Q. H. Swope?
A. I think that should be Savoya; I have done business with them but I cannot say whether I have sold them Andalusia stuff or not, right now.
Q. These last five I have named that you say you did not sell, are they large or small concerns?
A. They are small.
Q. Charles Megro?
A. Very small merchant, I have not sold him anything.
Q. J. C. Steinbauer?
A. Dont know him.
Q. William Wood, on Georgia Road?
A. I sold a Mrs. Wood, out in Woodlawn, out in that

neighborhood, but I dont know that I sold her any Andalusia products.

Q. Shelby & Company?

A. I sold them regular.

Q. J. W. McGuirk?

A. I did not sell him; small merchant.

1902 Q. J. H. Shotling?

A. I did not sell him; small merchant.

Q. D. S. Boone?

A. I used to sell him, but I dont think I sold him any Andalusia stuff; very small merchant.

Q. A. T. Lawler?

A. A. T. Lawler?

Q. J. L. Lawler?

A. I dont recall if I sold him.

Q. William Working, 15th Street near 12th Avenue?

A. I sold him.

Q. W. S. Mallory?

A. I sold him.

Q. J. L. Thornton?

A. I sold him.

Q. D. C. Rice?

A. I sold him.

Q. Brown Grocery Company?

A. I sold them.

Q. J. M. Parton, near Woodlawn bank?

A. I dont recall selling him Andalusia stuff; I know we have sold him something.

Q. Is he a large or small merchant?

A. Small merchant.

Q. Burris & Son?

1903 A. Burris Grocery Company, that should be.

Q. Burris?

A. We sold him a great deal of Andalusia stuff; he is a big merchant.

Q. Woodlawn Mercantile Company?

A. Sold them as long as they were in business.

Q. Mrs. J. M. Ashley?

A. Dont know her.

Q. Tony Multobino?

A. Dont know him.

Q. John Vance?

A. Dont know either of those.

Q. Robert C. Lewis, Tidewater carline?

A. No, did not sell him, dont know him.
Q. Tony Tombrillo?
A. Dont know him either; we had a Trombillo; this is Tombrillo, but we had a Trombrillo.
Q. Where was he located?
A. He was out in the East somewhere, just where I dont know off hand.
Q. But you would not say it was Tony, you would not be sure of that?
A. No; he paid cash for his goods.
Q. George Hyde, Wauhoma Station?
A. I did not sell him Andalusia goods.
1904 Q. W. H. Mitchell?
A. Did not sell W. H. Mitchell.
Q. H. A. Bartman?
A. Did not sell him.
Q. Now out of business. These last five that you have named that you have not sold, are they large or small merchants?
A. All small merchants; there is only two or three good merchants in that east end of town.
Q. E. Canterbury?
A. Did not sell him at all.
Q. Mrs. J. M. Atkins?
A. Did not sell her.
Q. Sadler Brothers?
A. Did not sell them; I thought this morning when I marked that, that I did, but it was before that; Sadler Brothers was out of business in 1916 and '17 anyhow, I am positively sure of that.
Q. Howard College?
A. Never did sell them.
Q. Orphans' Home?
A. Never did sell them.
Q. L. A. Ranson?
A. Did not sell him.
Q. C. J. Henry?
A. No.
Q. J. A. Steger, and Godwin was the predecessor of Steger?
1905 A. I dont know him.
Q. A. Montano?
A. We sold him, but I cannot say that we sold him Andalusia stuff; since I have marked that I have gone through the

cash book, and I did not find his name in the cash book at all.

Q. J. I. Suratt?

A. Have not sold him.

Q. I will ask you, Mr. Allen, if the book—if you do not find his name in the cash book, if that is proof you did not sell him Andalusia products?

A. No, we might have sold him as a C. O. D. customer, and his name would not be in the book at all; that is the way we did with a good many of these.

Q. So that in your opinion would there possibly be some of these names that you sold on a C. O. D. basis?

A. It is not only possible, but it is an actual fact; there is a good many of them that we sold that way, that we sold on a C. O. D. basis, and their names would not be on the cash book at all.

Q. That there is no entry there does not prove that you did not sell them?

A. No sir.

Q. Baggert & Johnson?

A. No sir.

Q. Higgins & Turner?

1906 A. No sir.

Q. J. D. Sutton?

A. No sir.

Q. Griffin Brothers?

A. No sir.

Q. W. T. Dixon?

A. Yes, we did sell Griffin Brothers, too.

Q. W. T. Dixon?

A. I dont think we sold him on the Andalusia account.

Q. E. Jenkins, Gate City?

A. There was a Jenkins out there, but that dont seem to me to be his initials, at that time.

Q. How about selling him?

A. I would not say that I did.

Q. T. C. Burgess?

A. We sold him.

Q. J. T. Ramsey, Irondale?

A. I dont think we sold him; I wont say positive about Ramsey.

Q. Bennett & Duke, successors to W. L. Georgie & Company?

A. Bennett & Duke were not in business in 1917; in fact they went into business about the latter part of 1919; we have sold them since then, but I did not sell them Andalusia stuff.

Q. Did you sell W. L. George?
A. No, did not.
Q. J. W. Holbrook, successor to W. T. Mackin?
1907 A. No.
Q. Montgomery?
A. I did not sell him.
Q. George Elkins?
A. No sir.
Q. Mrs. J. M. Addison?
A. No.
Q. E. L. Williams—no, first L. A. Tynes?
A. No.
Q. E. L. Williams?
A. Did not sell him.
Q. J. W. King?
A. Sold him a lot of Andalusia stuff, all on a cash basis; he was a fellow that buys only for cash, buys only for cash.
Q. W. L. Walker?
A. Did not sell him.
Q. L. E. Kirby?
A. Sold him regular.
Q. A. Yarborough?
A. I sold him.
Q. Mrs. J. W. Parker?
A. I did not sell her.
Q. J. Arnst?
A. Did not sell him.
Q. East Birmingham market?
1908 A. Did not sell him.
Q. F. W. Smith?
A. Did not sell him.
Q. L. E. Lefler?
A. We sold Lefler but it was for cash; he owes me a bill now that he should have paid to Andalusia; I had to pay it myself.
Q. A. M. Woford?
A. I do not recall selling him; I could not locate that in the cash book.
Q. Now, a number of these last half dozen or so names that you say you did not sell, are they large or small markets?
A. They are small markets, grocery stores, mostly.
Q. And the same statement in regard to them would hold true that you stated in regard to the former small markets?

A. Yes sir.
Q. Now, Lee Wright, 44th and Tenth Avenue?
A. Did not sell him.
Q. Joe Schilici?
A. Did not sell him.
Q. Frank Salina?
A. Did not sell him.
Q. Alexander Brothers, 39th and Tenth Avenue?
A. Did not sell Alexander Brothers until I got the Bullock Packing Company account; used to sell him soft meats, but not until I got the Bullock Packing Company.
1909 Q. Paul Alexander, 39th and Tenth Avenue?
A. That same applies to him; I did not sell him.
Q. Joe Graffio?
A. Same applies to him.
Q. W. E. Vernon?
A. Did not sell them.
Q. L. H. Smith
A. Did not sell him.
Q. Paul Bertolina?
A. Did not sell him.
Q. Stevens Grocery Company?
A. Did not sell him.
Q. Are these that you did not sell all small merchants or large merchants?
A. They are very small merchants.
Q. J. C. McElveen, formerly Joe Schilici?
A. I wont say positive about that, because I could not find his name in the cash book at all.
Q. Philip Lombardi?
A. I wont say about him positive.
Q. Frank Trongolli?
A. Sold him for cash.
Q. A. Villa?
A. Sold him for cash regular.
Q. E. F. Romeo?
1910 A. Sold him regular.
Q. H. J. Romeo?
A. Sold him regular.
Q. Ralph Agrimi, Avenue C and 23rd?
A. Sold him for cash.
Q. J. Filler?
A. Dont know him.
Q. Is he large or small?

A. Very small.
Q. Philip Lazusa?
A. Sold him for cash.
Q. George Labue?
A. Sold him for cash.
Q. Avenue B Cafe?
A. Dont know them.
Q. By dont know them you mean you did not deal with them?
A. I say, I did not deal with them. This cafe and this Labue here are one and the same thing is my understanding of it; they are both there in the same place.
Q. The Little Cafe, Charlie's place?
A. No, I don't know them.
Q. A. M. Romeo?
A. I sold him regular.
Q. Joe Borhofous?
A. Sold him for cash.
1911 Q. John Malik?
A. Sold him for cash.
Q. Joe Wheeler Cafe?
A. That is up town; I did not sell him at all.
Q. J. V. Buchanan?
A. Sold him a great deal of stuff; sold him for cash.
Q. Mrs. Kate Grady, little store on 24th between Fourth and Fifth Avenue?
A. I sold that party, but I would not say I sold any Andalusia stuff; when this gentleman was testifying this morning, I knew the man he had reference to, but I wont say just what I sold, because I dont remember.
Q. J. T. Thornton?
A. Sold him regular.
Q. Gromis Brothers?
A. Sold him regular.
Q. Ridgeley Grocery, near the Ridgley apartment?
A. I did not find them in the cash book; I dont think I sold them, on that account.
Q. Greenwood Grocery, Earl Benton?
A. We sold him for cash.
Q. Alabama Cafe?
A. No.
Q. Reliance Hotel, across from the Terminal station?
A. Sold him for cash.
1912 Q. Joe Buzzanca?

A. Dont know him.
Q. A. Labue?
A. Dont know him.
Q. Paul Mainilla?
A. Dont know him.
Q. By dont know him, you dont know the place or you have never dealt with him?
A. Never deal with him, so far as I know; there is a good many of those boys that come into our place and buy, but they pay cash and we dont know their names.
Q. Norwood Grocery?
A. I sold him.
Q. Lane Grocery Company?
A. I did not sell Lane, sold his brother-in-law.
Q. J. D. Benton?
A. That should be J. C. Benton in there, but he gave it J. D. this morning.
Q. You sold to J. C. Benton?
A. Yes, I sold to J. C. Benton.
Q. Charles Baldona?
A. I sold him.
Q. Charles Morrison?
A. I dont know him.
Q. No. 2 Russo?
1913 A. I know him, but he trades with us occasionally, I wont say positive that I sold him.
Q. L. A. Morton?
A. I did not sell him, I dont know his name.
Q. W. O. Emond?
A. Is that W. B. Emond?
Q. Yes?
A. I sold him regular; he was a very good customer on Andalusia products.
Q. St. Vincent's Hospital?
A. Did not sell them.
Q. Mike Friolla?
A. I sold him for cash.
Q. J. Friolla?
A. Sold him for cash.
Q. John Degesus?
A. I dont know him.
Q. Sam Branda?
A. I dont know him.
Q. Pete Mola?

A. Sold him for cash.
Q. John Shields, a baker?
A. Dont know him.
Q. Gold Market?
A. That should be A. Goldberg, proprietor of the
1914 Gold market at that time; I sold him a great deal of Andalusia products.
By Mr. Horton: Q. How do you know it should be A. Goldberg?
A. I have been selling him ever since he first opened up under the name of—the firm name of the Gold market; up to the time he sold out a few months ago.
Q. That is between 24th and 25th on Second Avenue?
A. Yes sir, he is now on Morris Avenue, somebody else is running his place up there.
By Mr. Haycraft: Q. Five Points Drug Company?
A. Dont know them.
Q. Parisian Baker?
A. I sold them lard, but I dont think I sold them Andalusia.
Q. J. C. Robinette, Third Avenue?
A. No, I didnt sell him.
Q. Mrs. Barrett?
A. I did not sell her.
Q. Chandler & Company?
A. I sold him regular.
Q. Both of his stores?
A. Both of his stores, yes sir, sold him lard.
Q. John Portero?
A. Sold him for cash.
Q. Craig Grocery Company?
1915 A. Sold them regularly.
Q. C. Smith?
A. Don't know them.
Q. Green Grocery Company?
A. There is a R. A. Green out there that we sold, but he was not in business then, was not any Green Grocery Company out there in 1917; there was a Bennett, that is the one he was talking about this morning, Bentley, it was, there was a Bentley, succeeded by somebody else.
Q. Did you sell him there?
A. Yes sir, I sold him there regularly; I dont recall the customer's name though; he was not in business then, was not any Green, though.

Q. T. W. McCoy?
A. Dont know him.
Q. W. M. Wade?
A. Dont know him.
Q. Dolcito Quarry Company?
A. I sold them, but I didnt sell them Andalusia.
Q. Tennessee Coal & Iron Company?
A. Sold them a great deal of Andalusia products.
Q. George Marcus, Eastlake?
A. Did not sell him.
Q. Sloan Brothers, Spring street and Avenue B?
A. We did not sell them Andalusia products.

1916 Q. Now, Mr. Allen, I will ask you if there were any customers in that same territory that you did sell that were not named by Mr. Blumely this morning?
A. Yes, there was quite a few.
Q. Can you name some of them?
A. I have got a list of them here.
Q. Read them into the record?
A. T. L. Clay at Boyles.
By Mr. Horton: Q. What is his address?
A. Boyles, Alabama. That is No. 1 store; he has got another store at Vanderbilt, which is this side of Boyles, half way into Birmingham. I sold Yielding Brothers; W. S. Brown Mercantile Company; Lee Brothers, Perry & Company; A. F. Wyatt, Blackwood & Bentley, J. T. Hall and Brother; A. B. Henderson.
Q. Are these all out in the territory where Mr. Blumely was covering?
A. Yes sir. I dont think he worked these people. I have seen him up there occasionally but I dont think he works them; he has mentioned people all around them, however.
Q. All right.
A. A. B. Henderson; V. W. Wood & Company; A. D. Vandergriff & Son.
Q. Vanderbilt?
A. Vandergriff; J. I. Boggan.

1917 Q. Boggan?
A. Boggan. Bogles Mercantile Company.
Q. What was that?
A. Boyles Mercantile Company. G. M. Meyers.
Q. Meyers?
A. G. M. Meyers; W. G. Tyler Mercantile Company.
Q. What?

A. W. G. Tyler Mercantile Company. C. L. O'Neil; Murray Brothers; Hill Grocery Company. That is all that I can recall off hand; there was quite a number of others that are out of business now and gone. Those are all big merchants.

By Mr. Haycraft:

Q. Those are all good merchants?

A. Yes sir.

Mr. Haycraft: Mr. Examiner, I wish to offer this book in evidence which I have just had described as the cash book, pages one to ninety inclusive, of this record. The balance of the book is not offered in evidence for the simple reason that it does not pertain at all to the business of the Andalusia Packing Company and is not relevant at all. It is not a loose bound book, however, and cannot very well be separated from the volume.

Examiner Sadler: Any objection?

Mr. Horton: Well, I would like to know exactly what this covers please. May I ask a question or two?

Mr. Haycraft: Go ahead.

1918 By Mr. Horton:

Q. Mr. Allen, you testified before that you would make out duplicate invoices and send them to Andalusia?

A. Yes sir.

Q. They would keep a ledger down there?

A. Yes sir.

Q. That would show—that would be a duplicate of your ledger up here?

A. Yes sir.

Q. That would show all the accounts you had?

A. Yes sir.

Q. Each and every one of them?

A. They would not show those cash sales accounts except as cash sales accounts.

Q. They would not show the cash sales accounts except as sales accounts?

A. Yes sir.

Q. Now, will this cash book show all the cash sales accounts?

A. All the cash sales that were made, yes sir.

Q. Yes, that, is, you can take the ledger together with this cash book, and if you cannot find the customer's name in there you did not make a sale?

A. Yes.

Q. Either one or the other?

A. Except in cash sales, there would not be any cus-
1919 tomer's name shown there, of course.

Q. Well, how did you get credit back to the Andalusia Packing Company for the sales made for cash, then, wouldnt that go through this cash book?

A. We would put them down as a cash sale instead of John Smith's name we will just say cash sales in there, make them all as one, you see.

Q. And the Andalusia Packing Company had no way of knowing what customers you sold to?

A. No sir.

Q. Who was getting the product or anything about it?

A. No.

Q. How much of you business would that cover?

A. Oh, not a very large percentage, I suppose we would report—it would range in money value from thirty-five to one hundred and fifty dollars a day, covering the cash sales, sometimes larger.

Q. All right, now, you might for instance sell—take Mr. Hackney, he was one of your good customers, wasnt he?

A. Yes sir.

Q. You might make a cash sale to him?

A. No.

Q. Would not make a cash sale to him?

A. No.

Q. Well, then, the cash sales that you made were not to good customers?

Q. It was C. O. D. customers?

1920 A. No, it was C. D. O. customers.

A. Or house customers that came in and paid cash for it.

Q. Wouldnt one of your good customers come in and pay cash for things?

A. Well, they might once in a while, but very seldom.

Q. Well, I see here J. M. Stewart, a bill here for him in your cash book, does that mean you did not have an account with J. M. Stewart?

A. No, no, that means we collected from him, probably for a week's supplies, on one day there.

Q. This cash book is the cash that you collected for ledger accounts and everything else?

A. Oh, yes, everything we collected.

Q. Everything you collected for the Andalusia Packing Company, you collected and put in this book?

A. Yes.

Q. Well, now where do the cash sales appear on this book?

A. Appear in each day's work; they are, as a rule, usually, the first item or the last item.

Q. $56.12?

A. Yes sir.

Q. On October 4th?

A. Yes sir.

Q. That would be the cash sales for that day?

1921 A. Yes sir.

Q. And going down that page, on October 9th there were no cash sales?

A. Well, I dont know whether there was on October 9th, or not; it might have been made after banking hours and put in the bank the next day.

Q. None appears here?

A. No, but if none appears there we could not say that none were made under the circumstances I just described.

Q. None appears on the 10th?

A. Probably wasnt any made during those two days.

Q. Then on October 11th you have got $19.80 cash sales?

A. Yes.

Q. Then on the 13th you have no cash sales; none appear here?

A. No.

Q. If any were made they would appear here?

A. Yes.

Q. On the 14th of October 1916 there was no cash sales?

A. No.

Q. On the 16th of October there was no cash sales?

A. No.

Q. On the 17th the cash sales amounted to $22.80?

A. Yes.

Q. On the 18th there are none?

A. No.

1922 Q. On the 20th there are none?

A. No.

Q. On the 21st there are none?

A. $23.15 on that day.

Q. That is the 23rd I am talking about; the 21st now?

A. Oh, yes, that is the 23rd; no, none on the 21st.

Q. On the 23rd there was $23.15?
A. Yes.
Q. On the 24th ere was none?
A. Yes.
Q. Oh, yes?
A. $3.35.
Q. $3.35M.
A. Yes sir.
Q. On the 25th there was none?
A. No.
Q. On the 26th it amounts to $40.30?
A. $40.30?
Q. $40.30?
A. Yes sir.
Q. On October 28th it is none?
A. No.
Q. Well, now, going back, the book will speak for itself; if there was no cash sales shown here, none was made?
A. No.
1923 Q. All right, now, all of your good customers were carried in the ledger accounts, were they not?
A. Practically all of them, yes sir.
Mr. Horton: No objection to the book.
Examiner Sadler: The book will be received and marked Commission's Exhibit No. 200.
(Thereupon the book was received in evidence and marked "Commission's Exhibit No. 200.")
By Mr. Haycraft: Q. As I understand your testimony, Mr. Allen, this book does not reflect all the money received by the Andalusia Packing Company for products sold in the Birmingham market during that period of time?
A. No sir.
Q. But simply reflects the amount received by you for the Andalusia Packing Company for products sold in Birmingham during that period of time?
A. Yes sir.
Q. As I understand your testimony, in the beginning, until the 1st of January, 1917, part of the customers remitted direct to the Andalusia Packing Company?
A. Yes.
Q. Is that correct.
A. Yes, and some after that.
Q. And some after that?
1924 A. Where they had opened the account as the And-

alusia Packing Company, Andalusia, Alabama, the remittance would go direct to them even then.

Q. So that in order to know the exact amount of goods sold by the Andalusia Packing Company at Birmingham, it would be necessary to consult the ledgers in Andalusia?

A. Yes sir.

By Mr. Horton: Q. Well, all sales made by you would be in what is known as the Birmingham ledger in Andalusia?

A. If the records are properly kept they would be, yes sir.

Q. Yes sir, that is the record that you indentified when you testified here last March?

A. Yes sir.

Q. You spoke about going over different accounts with Mr. Davis and making certain pencil notations on them?

A. Yes sir.

Mr. Haycraft: I will say that in offering this piece of evidence now, that I do not offer it for the purpose of showing the exact amount of business done by the Andalusia Packing Company in this market, but merely to indicate some of the larger customers of the Andalusia Packing Company and the weekly sales to those customers.

Examiner Sadler: Are you through with your direct examinations?

1925 Mr. Haycraft: Over the period of time covered by the exhibit.

Mr. Horton: You are through, are you, Mr. Haycraft?

Mr. Haycraft: Yes, I am through.

Cross-Examination By Mr. Horton.

Q. Now, Mr. Allen, you said you had four salesmen, did I understand you correctly?

A. Yes, I had a man by the name of Bauer, a man by the name of Baugh, and I had a fellow by the name of Chapin, and a man by the name of Mikwee, a Syrian salesman.

Q. Did you have four all at the same time?

A. No, not all at the same time.

Q. What is the most you ever had at any one time?

A. Four is the most I ever have had—that I ever had then at any one time; along in 1916 and '17 is what I had reference to.

Q. I am talking about the time you represented the And-

alusia Packing Company; you had four salesmen at one time?

A. Yes sir.

Q. For how long a period of time did you have four salesmen?

A. I dont recall just how long it was.

Q. What would you say?

A. Well, probably it was along in January, February and March, we put the extra one on, probably six months.

Q. Probably six months you had four salesmen?

A. Yes.

1926 Q. Now, when you testified before you were asked by Mr. Taylor on direct examination—

Mr. Haycraft: What page is that?

Mr. Horton: Page 783.

Q. The Question: "Did you employ salesmen at the time you had the brokerage account of the Andalusia Packing Company?

"Answer: Yes.

"Question: What period did that cover." No, that is, wrong—the question should read: "What territory did that cover?"

"Answer: Birmingham and surrounding territory.

"Question: Can you state who these gentlemen were?

"Answer: Yes, Mr. George D. Bauer, B-a-u-e-r; and A. T. Baugh, B-a-u-g-h."

"Question: And did you retain them after the Andalusia Packing Company ceased shipping goods to you?

Mr. Haycraft: You skipped something in there.

Q. Pardon me, I am going too fast. After you said you had Mr. Bauer and Mr. Baugh, you said, "Question by Mr. Taylor: What was the name of that last one?" You said, "A. T. Baugh, B-a-u-g-h. That is all I had at that time."

A. Well, that was probably with reference to the time that we first began in there.

Q. Now he is talking about the time you represented the Andalusia Packing Company. Which do you want this record to show, that you told the truth then, or that you are telling it now?

1927 A. Why, I intended to tell the truth all the time, sir.

Q. Well, your statements were contradictory. When Mr. Taylor was examining you, you were very friendly to his side, werent you?

A. I dont suppose I am any more so than I am to yours.

Q. Do you mean to say that you are not more freindly to the Commission in this case than you are to the respondent? Havent you been sitting across the table through all of this hearing, with counsel for the Commission, helping them conduct their case? Havent you neglected your business to come up here and sit with counsel for the Commission for the past two days?

A. I came up here on subpoena.

Q. Havent you neglected your business to come up here and sit with counsel for the Commission for the past two days?

A. Why, I suppose I have let some of the business go by; I have gone back and worked later on.

Q. Havent you sat across the table here and listened to some of your old customers testify?

A. Yes.

Q. They havent testified very favorably to you, either, have they?

A. To me?

Q. Yes?

A. I dont care how they testify, as far as I am concerned, sir.

Q. You have done everything possible to assist counsel for the commission in this case, havent you?

1928 A. No sir, I dont think so.

Q. You have given them the names of the witnesses to call, havent you?

A. I have given them the information they asked of me.

Q. You have told them who would be the best witnesses to call, you have told them who not to call, you have helped them get up these witnesses?

A. No sir.

Q. Didnt you tell them to go and see Mr. Hackney when we were here before?

A. I might have, they asked me who I had sold to.

Q. Didnt you tell them to go and see Mr. C. B. McIntyre?

A. I told them who I had sold to, I dont think I told them to go and see him; but they asked me who we had sold to, and I told them.

Q. Didnt you tell them those would be good witnesses for them to use?

A. I dont think I did, at all.

Q. Now, all the customers that are on this list here that

Swift & Company sold that you did not sell are all small customers?

A. Yes, practically every one of them.

Q. And all that you sold are large customers?

A. No sir, not by any means.

Q. Now, let's take this list here, you repeatedly replied to Mr. Haycraft's questions—he would go down here and
1929 name four or five customers that you did not sell, and then you would say they were all small customers?

A. Yes.

Q. You didnt like it when Swift & Company bought the Andalusia plant, did you?

A. No, indeed, I did not.

Q. You thought they didnt treat you fair?

A. They did not.

Q. They gave you a dirty deal?

A. Yes sir.

Q. And of course that makes you feel very kindly toward them?

A. Oh, as far as Swift & Company at Chicago is concerned, I never held it against them; I held it against Swift & Company in Andalusia, the manager in charge there.

Q. Who did you hold it against, Swift & Company in Birmingham?

A. No, not al all; we have done business with them since then, and are doing it now, nearly every day, business with them.

Q. Have you got a cooler over to your house now?

A. Yes sir.

Q. What temperature do you carry that cooler at?

A. Carry the beef box at 34, carry the pork box at 28; carry the dry salt meat possibly about 40.

Q. Have you got double doors there?

A. No.

Q. Single doors?

1930 A. Single doors.

Q. Do you think that you can carry fresh meat in the refrigerator cars in the summer time as well as in a cooler?

A. No sir.

Q. Cannot?

A. Yes sir.

Q. Spoils quicker?

A. Yes sir.

By Mr. Haycraft: Q. I believe you so testified, did you not, Mr. Allen?

A. Yes, I testified that, in the summer time.

By Mr. Horton: Q. Now, these four salesmen that you had, did they cover all of the Birmingham territory?

A. You mean outside territory as well as inside?

Q. All of what is known as the Birmingham territory?

A. No, did not.

Q. Did you sell goods in outside cities, outside of Birmingham?

A. Yes sir.

Q. What cities did you sell them in?

A. I sell them in Bessmer, Blocton.

Q. Blocton?

A. Yes sir, Tuscaloosa, Holt, Kellerman.

Q. Kellerman?

A. Yes sir.

1931 Q. Go on.

A. Jasper, Empire, Corona, Paris, Pell City.

Q. Pell City?

A. Yes sir, Ragland, Lincoln, Talladega.

Q. Talladega?

A. Yes sir, Anniston, Gadsden, Sylacauga, Goodwater.

Q. Goodwater?

A. Yes sir, Dadeville, Alexander City, Helena.

Q. Is that all?

A. No sir. Siluria, Longview, Carlera, Clanton.

Q. Clanton?

A. Yes sir, Jemison, Verbena, Coopers, Mountain Rock, Columbiana.

Q. Columbiana?

A. Yes sir. Shelby, Vincent, Childersburg, Montevallo.

Q. Any others?

A. Yes sir, Adamsville, Blossburg, Johns, Adger.

Q. What was that?

A. Adger, Sumpter, Acton, Margaret, Leeds.

Q. And is that all?

A. And about fifteen or twenty smaller places; I cannot recall them without a map.

Q. What salesmen work this trade?

A. Mr. Baugh?

Q. Mr. Baugh?

A. Yes sir.

1932 Q. How long would it take him to make the trip?

A. He would cover it about every two weeks.

Q. About every two weeks?

A. Yes, sir, except the coal mining trade, some of the towns I mentioned, that he saw the purchasing agents.

Q. Mr. Baugh made this whole circle there, every two weeks, all these towns you mentioned?

A. Yes sir. I don't say every two weeks; there was a few of those towns that we had a broker in that worked them.

Q. You testified—if you testified before that it took Mr. Baugh three weeks to cover his territory, then what would you say?

A. I did not testify that before.

Q. What territory did Mr. Bauer work?

A. Mr. Bauer worked the downtown trade, what we term the downtown butcher trade; he went out to Avondale, Woodlawn and Pratt City.

Q. How often would be came on the trade in Avondale, Woodlawn and Pratt City, the same territory that Mr. Blumely made?

A. Once or twice a week; he was in touch with them over the phone every day.

Q. What territory did Mr. Chapin work?

A. Most of the Eastlake territory, Boyles and North Birmingham.

Q. What did Mr. Mikwee work?

A. Mr. Mikwee worked the Syrians and Dagoes downtown; most of his customers were C. O. D. customers, a large percentage of them. I was constantly on the trade myself; 1933 I only spent about an hour in the office; I was out on the trade somewhere all the time, either in the city or out of town.

Q. What trade did you work?

A. I was either in the city or out of town, no regular place at all.

Q. Now, I notice an entry of H. J. Romeo here, he was one of your good customers?

A. He was a smaller customer, yes.

Q. How often would Mr. Bauer call on him?

A. Mr. Bauer probably did not call on him but once a month.

Q. Who did call on him?

A. Mr. Chapin was working him, is my recollection now, I cannot say just exactly.

Q. Mr. Chapin was working him?

A. Yes sir, Mr. Romeo bought ninety per cent of his stuff in the house, though; he came in and bought it.

Q. How often would you sell him?

A. Sometimes every day; sometimes once or twice a week.

Q. How big orders would he buy at a time?

A. Fifteen or twenty dollars at a time, as a rule; that is my best recollection.

Q. He would buy that much from you every week?

A. Sometimes he would buy fifty or seventy five dollars, he would come in and buy a little from Andalusia, buy a little from our other connections; we had four or five other
1934 connections there. He usually buys fifty to two hundred dollars a week.

Q. Buys from fifty to two hundred dollars per week?

A. Yes sir.

By Mr. Haycraft: Q. Do you mean now or at that time?

A. Now is what I had reference to.

By Mr. Horton: Q. I am talking about the Andalusia Packing Company, that you were selling for?

A. I just told you he bought that much from the different connections, he did not take that much of the Andalusia Packing Company, I just made that statement.

Q. How much did he buy of the Andalusia Packing Company products?

A. I don't know, but it would run probably twenty-five to fifty dollars.

Q. That is per week?

A. Yes sir. I have not investigated it, I have not looked up the records since 1917.

Q. Twenty-five to fifty dollars?

A. Yes sir.

Q. Per week?

A. Yes sir.

Q. That would either be on the ledger or be in the cash account?

A. Yes sir.

Q. Now, A. M. Romeo, he was a good customer of yours, was he?

1935 A. He was a little bit larger buyer than his brother.

Q. How much would he buy from you per week?

A. About the same quantity, or probably a little larger quantity.

Q. Litte what?

A. Little larger quantity.
Q. This is all Andalusia products?
A. That I have reference to?
Q. Yes.
A. Yes sir.
Q. Now, would he buy twenty-five to fifty dollars a week or would he buy more?
A. I would estimate it at that, the best that I can remember now, yes.
Q. Twenty-five to fifty?
A. Yes sir.
Q. Think thirty-seven and a half would be a fair average?
A. I would estimate it right at that figure, yes sir.
Q. Now, Sloan Brothers of Avondale, were they one of your good customers?
A. No sir.
Q. Well, what did they buy from you?
A. I think I told you that they did not buy anything, on that sheet there.
Q. Did not buy anything?
A. Yes sir, that is my recollection of it.

1936 Q. Now, F. M. Word, how much would he buy from you in a week?
A. He did not buy anything from us.
Q. I thought you said you sold him here before?
A. I think you are mistaken on that; no, F. M. Word, I did not sell him.
Q. Pete Nadona, how much would he buy from you in a week?
A. He bought a little cash stuff occasionally.
Q. How much a month would he buy?
A. I would not be able to say.
Q. What is your best judgment on it?
A. Probably fifteen dollars.
Q. Fifteen dollars a week?
A. Probably, I don't know; you understand, I had about three to five hundred customers on my books at that time, that is four years ago, I cannot remember back there without refreshing my recollection from some book records.
Q. He was C. O. D. entirely, would not be in the ledger at all, would he?
A. No, I don't think he would be at all.
Mr. Haycraft: Mr. Examiner, I wish to object to this line of examination. Counsel for the respondent has complete

access to all the records which will show the accounts of the Andalusia Packing Company in Birmingham. It is most unfair to cross examine this witness as to what accounts and how much pork he sold each one of these customers
1937 back in 1916 and '17, when counsel for the respondent has all that information available at his elbow; he has given his best recollection as to the names of those customers; now, the amounts, of course, are in the records, the records will show.

Mr. Horton: What records will show, Mr. Haycraft?

Mr. Haycraft: The ledger records will show your customers' accounts.

Mr. Horton: This witness says that is not in the ledger records, it is a cash account; he sold all these customers; he has testified that he sold them.

Mr. Haycraft: Are you only asking him about those that are not in the ledger?

Mr. Horton: I am asking him about the customers, to see what he knows about them; it is proper cross examination.

Q. How much would you sell the Palace Market a week, Mr. Allen?

A. I would not sell them very much.

Q. They are small customers?

A. Yes sir.

Q. How much would you think that would amount to?

A. Probably twenty-five to thirty dollars a week.

Q. That is on the average?

A. Yes sir.

Mr. Haycraft: Did you make a ruling on my objection, Mr. Examiner?

Examiner Sadler: The objection will be noted.

1938 Q. Now, Mr. George?

A. N. George was a C. O. D. customer.

Q. How much would you sell him per week?

A. Probably sometimes he would come in and buy a tub of lard, then the next week he would buy about the same quantity, or a ham or two.

Q. How much would you sell him per week?

A. About fifteen or twenty dollars, maybe more than that, I am just guessing at it when I say that.

Q. All right, do you want us to understand when you say you are just guessing that you don't know anything about this?

A. I cannot remember these figures to save my life, sir, you know that.

Q. Well, here is the proposition, Mr. Allen, we have only named one, two, three, four, five customers, and we have got up to about two hundred dollars a week already?

A. Yes sir.

Q. Now, your cash book shows that your cash sales—you have testified that your cash sales do not run over that much a week?

A. I did not testify to any such thing, sir, I beg your pardon. I told you the cash sales would run anywhere from fifty to one hundred and fifty dollars a day.

Q. All right, I beg your pardon, that is what you did testify to, I thought you said per week. Now, I will ask you to examine this book that has been marked Commis-
1939 sion's Exhibit No. 200 and point out to me some day in the month of January, 1917, when the cash sales ran $150 per day?

A. You don't want September, 1917, now.

Q. Take January, that would be your best month.

A. There is one $137, one item, a day.

Q. Tell me how many days in the month it runs $150 per day in that month?

A. I don't see any day in January where it runs as high as one hundred and fifty.

Q. That is one of your biggest months, too, isn't it?

A. No sir, that was not, that was just when we were getting started.

Q. What month would you say was your biggest month?

A. I would say, March, April, along in there.

Q. What was the largest day you found in January, Mr. Allen?

A. $132 there one day.

Q. Lots of days you don't find any?

A. Yes sir. These small customers there were not all cash sale customers that you called off there a while ago.

Q. Now, I will ask you to look at the month of March, and tell me if you can find any day in there in which you can find as much as $150?

A. There is $146.57 on the 6th day of March.

Q. All right, find one that goes $150.

A. You don't want anything under $100? $93.91 on
1940 the 5th day. There is $152.50 on the 13th day of March.

Q. All right, that is one day, now find some others.
A. That is all that reached $150.
Q. There is some days there is not anything?
A. Some days there is not anything.
Q. Some days there is only seven or eight dollars?
A. And a great many days it is around one hundred dollars.
Q. Do you wish to revise your estimate now or do you still wish your estimate of fifty to one hundred and fifty dollars to stand, Mr. Allen?
A. My estimate, as I said, as near as I could get at it, was fifty to one hundred and fifty dollars.
Q. After looking this book over for one of your heaviest months, you still want your estimate to stand all the way through, that from the time this book, this cash book starts until it stops, that the cash sales averaged from fifty to one hundred and fifty dollars per day?
A. Yes sir, some days I did not have any, of course, that is understood always.
Q. That is the way you want your answer to read?
A. Not every day in the week, no.
Q. Your answer is it will average from fifty to one hundred and fifty dollars per day, after looking this record over for the heaviest month, do you still want your answer to stand that way, Mr. Allen?
1941 A. As near as I can say without refreshing my recollection, it would have to stay that way.
Q. That is your judgment on it?
A. Yes sir.
Q. That is the best answer you could give?
A. There is a good many days where it would run three or four hundred dollars.
Q. You are trying to give the Commission the facts as you see them?
A. Yes sir.
Q. You want to tell the Commission that that is the best evidence that you can give with regard to what your cash sales ran every day?
A. That is the best I can estimate it.
Mr. Haycraft: Mr. Examiner, I submit that the book itself is the best evidence here; Mr. Allen testified that is his best recollection; he has not refreshed his recollection, but the book itself will naturally stand as the best evidence.
By Mr. Haycraft: Q. You would not want your memory

to be better evidence than the book itself, would you, Mr. Allen?

A. No sir, in fact, I have not got a very good memory of those things, because I could not hope to remember those things; no man could.

Examiner Sadler: I think the book will speak for
1942 itself; it has been admitted.

Mr. Horton: All right, but the book does not speak for the estimates, and if he has estimated all the rest of these estimates like he has those from this book, I think the Commission is entitled to know it.

Mr. Haycraft: What other estimates have you reference to, Mr. Horton, what estimates has he made?

Q. Mr. Allen, was Mr. J. W. Carroll of Boyles, Alabama, one of your good customers?

A. Yes sir.

Q. How much would his business average per week?

Mr. Haycraft: Now, I object, Mr. Examiner, he is reading from a pamphlet he has in his hand which shows the exact record, taken from his ledger record, which is here and can be put into evidence.

Mr. Horton: You are assuming, Mr. Haycraft, making some very broad assumptions that I do not wish to go unchallenged.

Examiner Sadler: Have the books been admitted in evidence, the ledger books?

Mr. Haycraft: They have been identified as exhibits, marked as exhibits for identification; if the respondent wants to put this evidence in, we gladly accept it, put it in here, let the record show how much has been sold to each one of these customers that has been named here this afternoon,

but to use that paper there to cross examine this wit-
1943 ness as to sales made four years ago is most unfair.

Mr. Horton: Read my question.

Examiner Sadler: I think if the books are available, the Commission is entitled to have them introduced in evidence.

Mr. Haycraft: I wish to point out, Mr. Examiner, in further support of my objection, that this witness was put on here to testify as to the customers he sold, not to the amount he sold to the customers, to refute testimony offered by witnesses for the respondent this morning which did not say how much Swift & Company sold; he merely said he was selling them.

Mr. Horton: Now, here, Mr. Examiner, I will not have any

more of this interrupting me with the witness. If you want to protect this witness withdraw him from the stand. I want you to understand that this witness has been put up by the Commission to show that he sold all these accounts.

Mr. Haycraft: Yes sir.

Mr. Horton: And to say that he did not sell these small accounts. I propose to cross examine him on that, and I don't propose to be interrupted any further.

Mr. Haycraft: What are you going to do about it?

Q. Did you say Mr. Craig was one of your big accounts?

A. No, I did not, I said he was a good customer.

Q. You said he was a good customer?

A. Yes sir.

Q. How much would you sell him a week?

1944 Mr. Haycraft: Mr. Examiner, I object to that question.

Examiner Sadler: Well, I understand the witness wants to be put on record that he don't know the amount; if he knows he can say so.

A. I don't know the amount.

Q. Don't know the amount you sold them?

A. No sir.

Q. How about Corey & Falkner?

A. I sold them.

Q. Do you know how much you sold them?

A. No, I don't.

Q. Was he one of your good customers?

A. He was a good customer, yes sir.

Q. He was a big buyer?

A. No sir, he was not.

Q. Well, would he average fifty dollars a week?

Mr. Haycraft: I object to that.

A. I could not tell you that, except by estimating it, I don't remember; I could not tell you about that, sir.

Q. Can you give us an idea on it?

A. I would guess fifty dollars a week, that is just a guess, of course.

Q. Fifty dollars a week?

A. Yes sir.

Q. That is what he buys?

1945 A. Yes sir.

Q. That was a ledger account, too, wasn't it?

A. Yes sir.

Q. Buy that every week?

A. Yes.
Q. And Griffin Brothers of Eastlake?
A. Small customers.
Q. How much would they average?
A. I could not tell you.
Q. Fifty dollars a week?
A. I don't think so.
Q. Twenty-five dollars a week?
A. Probably.
Q. Would they buy every week?
A. Not every week, no sir.
Q. Now, J. D. Love?
A. Small customer.
Q. How much would he buy from you?
A. I could not tell you.
Q. How much would his account average a week?
A. I could not tell you, I do not know.
Q. Would it average fifty dollars a week?
A. I should not think so, probably fifteen or twenty, maybe.
Q. Fifteen or twenty dollars a week?
A. Yes sir.
1946 Q. Would he buy from you every week?
A. That would be just an estimate. No, he did not.
Q. Philip Sezousa?
A. I don't know Sezousa.
Q. Lezuza?
A. Lezuza?
Q. Yes?
A. He bought a little stuff, small customer.
Q. A small customer?
A. Yes.
Q. How much would he buy a week?
A. Probably twenty-five dollors a month, maybe thirty, was about his size.
Q. Bought every month from you?
A. Probably every month; I don't know whether he bought from the Andalusia Packing Company every month we have had the account or not; I could not say that.
Q. The Norwood Grocery?
A. Sold them rather regularly; fair sized customers; small people.
Q. How much would they average?
A. I would not be able to say off hand.

Q. Twenty-five dollars a week?
A. I would estimate that.
Q. Did they buy from you right up to the time you quit handling the product?
1947 A. I could not say that.
Q. What do you recollect?
A. I just recollect that we sold them during the time we had the account.
Q. Did they buy from you in June or July, 1917?
A. I could not tell you.
Q. Buy from you in June, 1917?
A. I could not tell you.
Q. Did they buy from you in May, 1917?
A. I could not tell you.
Q. Did they buy from you in April, 1917?
A. I could not tell you.
Q. How?
A. I could not tell you.
Q. Did they buy from you in March, 1917?
A. I could not tell you.
Q. Did they buy from you in February, 1917?
A. I could not tell you.
Q. Did they buy from you in January, 1917?
A. I could not say.
Q. Did you sell them anything at all in 1917?
A. Yes sir, I think we did, I am not positive about it.
Q. You think you sold them some in either January, February, March, April, May or June or July, 1917?
A. Yes, I know I sold them some of the Andalusia
1948 Packing Company goods, but when it was I am not in position to say.
Q. Now, J. E. Davis, you sold him?
A. Yes sir.
Q. And his name will be on the ledger?
A. Yes sir.
Q. F. E. Meyer, you sold him?
A. Yes sir.
Q. His account will be in the ledger?
A. Yes sir.
Q. Corey and Falkner?
A. Yes sir.
Q. His name will be in the ledger?
A. Yes sir.
Q. J. G. Dickerson?

A. Yes sir.
Q. You sold him?
A. Yes sir.
Q. And his name will be in the ledger?
A. Yes sir.
Q. The Avondale Grocery, that account will be in the ledger, will it?
A. Yes sir.
Q. Pharo Grocery, that account will be in the ledger?
A. Yes sir.

Q. Mrs. Wood, will her account be in the ledger?
1949 A. I am not positive about that; I think we sold Mrs. Wood C. O. D. did not sell her but very little goods.

Q. Well, the next is Shelby & Company, will their account be in the ledger?
A. Yes sir.
Q. Have a ledger account, have they?
A. Yes sir.
Q. Sessman?
A. Lessman Brothers.
Q. Pardon me?
A. Lessman Brothers.
Q. Lessman Brothers?
A. Yes sir.
Q. L-e-s-s-m-a-n?
A. Yes sir.
Q. Will Lessman Brothers account be in the ledger?
A. Yes sir.
Q. Now, W. M. Wording?
A. C. O. D. customers principally; we sold them a little flour and stuff like that.
Q. Will his account be in the ledger?
A. Yes—no, it will not.
Q. W. S. Mallory, will his account be in the ledger?
A. I don't think we sold Mallory.

Q. Well, I think you said before you sold him; it is
1950 not marked off here; do you want to have your answer stand no sir, you did not sell him?
A. Yes, I don't think we sold him.
Q. Now, J. L. Thornton, will his account be in the ledger?
A. Yes sir.
Q. D. C. Rice?
A. Yes sir.

Q. His account will be in the ledger?
A. Yes sir.
Q. Brown Grocery Company?
A. Yes sir.
Q. That account will be in the ledger?
A. Yes sir.
Q. Burris & Son?
A. Big customer, yes sir.
Q. That will be in the ledger?
A. Yes sir.
Q. It will be under the name of Burris & Son will it?
A. Burris Grocery Company; J. B. Burris & Sons, I think it was at that time, J. B. Burris & Sons, I think it was at that time.
Q. That is the way it will appear in the ledger?
A. Either that or the Burris Grocery Company; it is one and the same concern.
Q. Woodlawn Mercantile Company?
A. Yes sir.
1951 Q. Is that the way that account will appear in the ledger?
A. Yes sir.
Q. Robert L. Lewis?
A. I did not sell him.
Q. You did not sell him?
A. No sir.
Q. J. W. King?
A. Cash customer, will not show in the ledger. It might be on the ledger, but it is just one or two little sales that he held over for some reason; I think it does show on the ledger, if I remember right. I know it did on mine.
Q. Mr. Kirby?
A. Yes.
Q. That is the way that account will appear in the ledger?
A. Yes, L. E. Kirby is what it ought to be, I think.
Q. Mr. L. E. Kirby?
A. Yes sir.
Q. Kirby?
A. Yes sir.
Mr. A. Yarborough?
A. Yes.
Q. Both those accounts will be in the ledger under those names, will they?
A. Yes sir.

Q. S. E. Lefler?

1952 A. Lefler, he was a cash sale customer.

Q. T. C. Burgess?

A. His name will appear on the ledger.

Q. His name will be on the ledger?

A. It did on mine.

Q. Mrs. Frank Trongolli?

A. I think that was a C. O. D. customer.

Q. H. J. Romeo, will his account be on the ledger?

A. In the ledger.

Q. E. F. Romeo?

A. On the ledger.

Q. And will show all the sales made to him?

A. For the Andalusia Packing Company, yes sir.

Q. That is, where you have got a ledger account that will show all the sales made to those people?

A. Yes sir.

Q. A. M. Romeo?

A. On the ledger.

Q. J. B. Buchanan?

A. C. O. D. customer.

Q. Grimes Brothers?

A. He will show on the ledger; usually paid for his stuff cash, but did not always do it, and there is always an account there for him.

Q. Norwood Grocery?

1953 A. On the ledger.

Q. D. A. Barton—no, I beg pardon, J. D. Benton.

A. J. E.?

Q. J. W. Borden, I guess it is?

A. I didn't sell him.

Q. J. C. Benton?

A. Yes, we had a customer by the name of Benton, that was J. D. originally.

Q. Yes, well, it is either J. C. or J. D. Benton.

A. Yes sir.

Q. His account will appear on the ledger?

A. Yes sir.

Q. Charles Baldona?

A. Yes sir, he was C. O. D. at that time with us, though

Q. His account will appear in the ledger?

A. No, it will not.

Q. He was cash?

A. Yes sir.

Q. Chandler & Company?
A. On the ledger.
Q. On the ledger?
A. Yes sir.
Q. They had two stores?
A. Yes sir.
Q. Cragin Grocery Store?
1954 A. That is wrong; that should be Craig Coal & Grocery Company; that is what he put down; it is Craig Grocery & Coal Company, I believe it is; that will appear on the ledger as Craig & Boles, or Craig, it has been changed two or three times.
Q. All right, that will appear on the ledger?
A. Yes sir.
Q. Now, Mr. Allen, you wish to have your testimony appear that Mr. J. T. Hackney is mistaken when he says that he bought Andalusia meat—
A. Yes sir.
Q. At five or six cents a pound under the market?
A. When he bought it from me, yes sir. If he says he bought it from me for that he is mistaken.
Q. You never sold it that cheap?
A. No sir.
Q. You always got a good price?
A. Yes sir.
Q. You got the western price all the time?
A. Not altogether, no.
Q. Practically all the time, is that the way you wish your testimony to appear?
A. With the small trade we did; with the large trade we shaded it sometimes, in quantities.
Q. How much would the shade be?
A. We would shade it sometimes a cent a pound;
1955 sometimes two cents a pound, depending on the amount of stuff we had on hand.
Q. Two cents would be the biggest shade you made, the maximum?
A. Yes sir; a great many cases we got the market price, a good many cases.
Q. You always showed a profit for the plant down there?
A. I don't know about that.
Q. Well, they gave you a billing price, they would bill it to you at the market price, and you would always get the price?

A. I don't know, we did not even run out the figures, we put down the price, but as I remember it, there was no extension ever made, if there was I don't remember it, we never ran it out, closed it out to see how it closed out.

Q. Who paid the freight?

A. They paid the freight.

Q. Who paid the drayage?

A. Here?

Q. Yes?

A. We furnished our own drays.

Q. Who paid the icing charges, if any?

A. In transit?

Q. No, for instance after you had it here?

A. We did.

Q. Who paid the storage charges?

A. We did.

Q. You did?

1956 A. Yes sir.

Q. Now, you always sold this out right promptly, this meat when you got it in here?

A. No, I didn't say that; we sold it out, as a rule, within two or three days after it came in; when we first began we sold it promptly; we delivered it promptly.

Q. Were you able to take the car and sell it right out, or would you have some left over that was getting pretty old on your hands?

A. None that I recall, no sir, never had any that was getting pretty old.

Q. Did not use any of these shops around the central part of the city as clean up men to clean up the balance of the car that you could not sell? At a reduced price?

A. No.

Q. Never sold Mr. McIntyre that way?

A. Oh, we probably sold—not that way—but probably sold large quantities at reduced prices.

Q. At greatly reduced prices?

A. No, not at greatly reduced prices.

Q. How much?

A. Probably a cent a pound.

Q. Probably a cent a pound?

A. Yes sir.

Q. That would be the most you would sell it under western meat?

1957 A. No, I said a while ago, we would sometimes make it two cents a pound.

Q. You would sometimes make it two cents a pound?

A. Yes sir, that is about the biggest shade we ever did make, as far as I can recollect.

Q. Two cents is the most shade you ever made?

A. Yes sir, as far as I can recollect.

Q. You never sold Mr. Lee McIntyre any?

A. Yes sir, sold him plenty of it.

Q. Did you ever sell at more than two cents a pound?

A. I don't recall that we ever did, no; don't think we ever did.

Q. Would you swear that you never did?

A. No.

Q. Would you swear that you never sold Mr. C. B. McIntyre pork at five or six cents a pound under the western market?

A. Yes sir, I certainly would.

Q. Would you swear that you never sold him pork at four cents a pound under the western market?

A. Yes sir, I would.

Q. Would you swear that you never sold him pork at three cents a pound under the western market?

A. I would not swear that because we might have in one or two isolated cases.

Q. Will you swear that outside of one or two isolated cases you never sold Mr. McIntyre any at that price?

1958 A. Yes sir.

Q. That is Mr. C. B. McIntyre?

A. Yes sir, or Lee either.

Q. Will you swear that except in one or two isolated cases you never sold Mr. Lee McIntyre anything at less than three cents a pound under the western price?

A. Yes sir.

Q. Or under two cents a pound. Do you know an old man by the name of Ginsburg out here?

A. Yes sir.

Q. Did you ever sell him any meat?

A. Yes sir.

Q. What was it you sold him?

A. Nothing from the Andalusia Packing Company.

Q. Nothing from the Andalusia Packing Company?

A. No sir.

Q. Never sold him anything at all from the Andalusia Packing Company?

A. No sir.

Q. Do you know a gentleman by the name of Mr. Lewis?

A. What Lewis?

Q, Birminigham Packing Company?

A. Yes sir.

Q. Alabama Packing Company?

A. Yes sir.

1959 Q. Did you ever sell him any meat?

A. No sir,—yes, we have sold him some at different times.

Q. Andalusia meat?

A. Yes sir, and Andalusia meat.

Q. All right, what price did he pay you for it?

A. I don't know.

Q. Well, would it be the western price?

A. They bought so much I think probably it was a little under the western price.

Q. A little under?

A. Yes sir.

Q. Never sold him—will you swear that you never sold him anything for less than two cents under the western price?

A. Except probably in one or two isolated cases; we might have had more on hand.

Q. Three cents would be the most?

A. Yes sir.

Q. That would be the most at any time?

A. Yes sir.

Q. Did you ever sell him any meat to put into the tank?

A. No sir.

Q. Any of the Andalusia meat?

A. We did not have any of the Andalusia meat to go into the tank, no sir.

Q. What is that?

1960 A. We did not have—I don't suppose our entire losses for the entire period we handled it was over five hundred pounds, and most of that was stuff that went out, and went bad after it got out and we had to take it back.

Q. Well, you did have stuff come back now and then?

A. Probably eight or ten packages, maybe a few more.

Q. That would be all, eight or ten packages?

A. Yes sir.

Q. And these cars always came in on time, never got delayed?

A. We had an occasional delay, yes sir.

Q. An occasional delay?

A. Yes sir.

Q. What would be the biggest delay?

A. From nine o'clock in the morning to four o'clock in the afternoon, probably, five o'clock.

Q. That is the most delay that you remember?

A. That is as I remember.

Q. This was in 1917, wasn't it?

A. '16 and '17.

Q. Just at the time the railroads were almost broken down?

A. No sir, that was before the period that they were broken down, as I remember it.

Q. Isn't it true that there was a general break down of the railroads in the early part of 1917?

A. Not on the L. & N. Railroad, there was not.

1961 Q. Isnt it true that there was a general breakdown all over the country?

A. In '18.

Q. And isnt it true that freight cars were very scarce?

A. I dont remember right now, sir, about '17; I know we had a great deal of trouble in 1918, and a great deal of it is 1919.

Q. Didnt you have trouble in 1917?

A. I dont recall any.

Q. You dont know of any?

A. I dont recall any.

Q. Well, if a well informed railroad man will testify that the railroads were overtaxed in 1917, then will you say that you had any trouble?

A. I would say that I dont remember it, yes sir.

Q. Your cars always came through on time?

A. My cars always came in on time until 1918, that is the first trouble that we began to experience.

Q. You are one of the few packers that never had any meat returned?

A. No sir, I did not say that; I said with the Andalusia account.

Q. Now, Mr. Allen, assuming that this entire record shows that witnesses that have testified in Atlanta, at Atlanta a large number, at Jacksonville, Florida, at Pensacola, Flor-

ida, at Moultrie, Georgia, and at Andalusia Alabama, and at Birmingham, and they have all agreed that this
1962 western pork sells for from two to four cents under the market—I mean southern pork, soft pork, sells from two to four cents under the market, and assuming further that the Federal Trade Commission has issued a report in pursuance to a Congressional resolution, asking for an investigation, and they in their report have shown reasons why the soft pork sells at a less price than the western pork, now, do you still insist that you were the man that could get what nobody else can do, that is, that you can sell the southern pork for the same price you can the western pork?

Mr. Haycraft: Mr. Examiner, I object to counsel asking any such question as that, because he is assuming facts which are not absolutely shown in the record; there is testimony contrary to that.

Mr. Horton: I dont blame counsel for the Commission for trying to protect the witness at this point.

Mr. Haycraft: I am not trying to protect the witness, I am merely trying to get counsel to keep his question in line.

Examiner Sadler: I think the witness has testified to the best of his knowledge and belief.

Mr. Horton: The witness has not testified to this question at all.

Q. Assuming those facts to be true, Mr. Allen, do you still want your testimony to show that you sold this southern pork for the same price you did western?

A. That I sold it in 1917?

1963 Q. Yes?

A. Yes sir; I did it.

Mr. Haycraft: Now, Mr. Examiner, referring to this question just put by counsel, there were witnesses who testified in this case before that there were times when they got the western price for the southern products, depending upon market conditions; and these facts were not put into counsel's question.

Examiner Sadler: I think the record will speak for itself as to that, and as to counsel's question.

Mr. Haycraft: I am merely objecting to Mr. Horton's question because it did not include all the facts on the record which should have been included in the question.

Q. Well, assuming that ninety per cent of the men who testified have shown that the southern pork does not sell within two to four cents of the price for northern pork, do

you still want to set yourself up as contrary to all that evidence?

Mr. Haycraft: Now, Mr. Examiner, counsel has not designated the time spoken of when this facts or these facts took place. I admit that at the present time, ninety per cent of the testimony did show that there was a two to four cent differential, but I do not admit that ninety per cent of the testimony shows that back in 1916 and '17 that they had to make a two to four cent differential to sell the goods. I want counsel to keep his question within the facts of the case.

Q. Well, then, Mr. Allen, I will ask you this question,
1964 since counsel has objected so strenuously: Was there anything peculiar about this market, or about the condition of the market at that time which made this pork sell readily?

A. I dont suppose there was; we worked hard for the business; we were just beginning to get on our feet.

Q. There must be some explanation of this fact; if you are right, the other witnesses are wrong; if the other witnesses are right, then you are wrong, unless there is some explanation for it, some way in which it can be reconciled. Now, do you want to submit any way in which this testimony can be reconciled?

A. I dont know; I can only testify as to what I did, sir, I know what I did; I dont know what the other witnesses were basing their belief on, or their statement.

Q. Well, were you selling on a market where pork was scarce, Mr. Allen?

A. No sir.

Q. Was it more scarce at that time than it has been since then?

A. No sir, was not.

Q. Was it more scarce at that time than it is now?

A. Yes sir, it was then than it is right now—no, I would not say that, either; it is more scarce—yes it was a whole lot more scarce then than it is now; it is more plentiful now than it has been in years.

Q. It is more plentiful now?

A. Why, sure.

1965 Q. Does pork sell freely on a rising market?

A. Why, sometimes it does and sometimes it does not; it depends on what the man that is selling it believes, and what the man that is buying it believes about the market. It

might be a temporary advance, they might figure it that way, and another one might have more confidence in it; yes sir, if it looked like it was going up I could go out with a whole lot more confidence and more enthusiasm and tell my customers to buy, and they would buy it better.

Q. Assuming that the records of the Andalusia Packing Company show that hogs started off about eight cents a pound in October, 1916 and went up to thirteen cents a pound in July, 1917, would you say that was a rising market for live hogs?

A. Yes sir.

Q. Well, now, if that is the case, then, you were on a rising market all that time, were you not?

A. If it was in all that time, yes; if it had been probably a rise in October, and did not go up any more until July, it would not have been on a rising market all the time.

Q. Assuming that it was a rise that occurred from January 1917 up to July, 1917, and hogs went from eight and a half or nine cents up to nearly thirteen?

A. Depending on when it went up. It might have done it all in one month.

Q. It did not do it all in one month, it went up more 1966 or less gradually?

A. If it went up more or less gradually, it was a rising market.

Q. Is it easier to sell pork in that kind of a market?

A. Yes sir, it is easier to sell pork in that kind of a market; we would have most of our pork sold before it was delivered.

Q. What day of the week did your cars usually get here?

A. Did not have any regular day; we usually tried to get a car in here on Friday for the Saturday's business, then we had one or two cars in between there; sometimes three more cars.

Q. Did you find that you did more business in the winter time than you did in the summer time?

A. It is earier to sell fresh meat in the winter time; it is easier to sell cured meats, better, in the summer time.

Q. Was your fresh meat business better in the winter time?

A. Yes sir.

Q. That would include pigs?

A. Yes sir.

Q. Did you ever have any trouble with your lard?

A. With the first few shipments only.

Q. Did you ever have any trouble with it in July and August 1917?

A. Not with Andalusia lard; I had some lard shipped from Moultrie that I had a good deal of trouble with.

Q. Did you find the Andalusia lard was firm and would hold up?

A. It was not as firm as western lard, but it was firm
1967 enough to hold up.

Q. Did your customers ever complain of it?

A. They did on the first few shipments, not later on.

Q. Did your customers ever complain of the fact that the pork loins were soft and oily?

A. We had a complaint on it occasionally; they were not all soft and oily; sometimes fifty per cent of them were just as firm as they could be.

Q. Now, you are an experienced meat man, are you not, Mr. Allen?

A. I have been in business a while, yes sir.

Q. You have been in the business a long time; you know a soft loin when you see one?

A. Yes sir.

Q. You want the record to show that at least fifty per cent of your pork loins were hard?

A. No, I did not say that. I said I had seen a shipment that showed fifty per cent of them hard; I did not say that all of them showed fifty per cent hard, I did not mean that.

Q. Well, take it over two or three months business, how would it run?

A. There was twenty-five per cent of them would be hard.

Q. There was twenty-five per cent of them would be hard?

A. Yes sir.

Q. Just as good as the western loins?

A. No, I didn't say that.

1968 Q. Good as the Tennessee loins?

A. Yes sir.

Q. As firm?

A. Yes sir.

Q. Was not oily at all?

A. Occasionally you find a box with four or five good ones in it, then you would find, maybe, the balance of the box, hundred pound box, all oily, you could not depend on it.

Q. That would be one box?

A. Yes.

Q. How much of the whole, was seventy-five per cent of it oily, soft and oily?

A. How is that.

Q. Was seventy-five per cent of it soft and oily?

A. I would say that, yes sir.

Q. You would say that?

A. Yes sir.

Q. Did your customers ever complain that they could not cut it?

A. We had an occasional complaint, very few.

Q. Did your customers ever complain it would not hold up? I mean as well as western meat?

A. We had complaints from the smaller merchants more than we did the larger ones; we had some complaints, yes.

Q. Did you ever hear your customers make complaint that they had to tie it down to the block to cut it?

1969 A. No.

Q. Did you ever hear any of your customers say that they could not cut it in front of their customers, that they did not like it?

A. No, I have seen them cut it in front of them.

Q. Did you ever hear your customers say there was more shrinkage in it?

A. I heard some testimony this morning to that effect.

Q. Did you ever hear any of your customers before say any thing about that?

A. No sir.

Q. If they said it you dont recall it, never complained to you about it?

A. No.

Q. Did your salesmen ever come in and make any complaint about the customers kicking about the quality of this meat?

A. No sir, but there was probably a few complaints; there always is, in Western meat as well as southern meat; we all have that to contend with, but not any more than there was in the western meats.

Q. The sum and substance of your testimony is that this meat was just as good as the western meat?

A. I like it better for my personal eating.

Q. Many of your customers the same way?

A. Many of them.

1970 Q. Back in 1917?

A. Yes sir.

Q. Just as leave have it as they would western meat?
A. Yes sir.
Q. Pay you the same price for it?
A. Many of them, yes sir.
Q. Some of them paid you more?
A. Occasionally we would get above the average western market on it.
Q. Well, they paid you more than the western market?
A. Yes sir.
Q. Now you have sat here for two days and you have heard these men come in and testify, do you recall any of them testifying that said that—do you recall any of them testifying that said that southern pork was as good as western pork?
A. Why from Mr. Brown's testimony, I would imagine that he liked it as well. Mr. Thornton, I should say, first.
Q. Mr. Thornton the only one that testified that way that you remember?
A. Well, if I remember right, Mr. Brown spoke very favorably of it.
Q. Did they testify that they would pay the same price for it that they would for western?
A. No, they did not testify that they would do that.
Q. Didn't many of these gentlemen that testified
1971 here say there was a difference in the value of it, and that they could not handle it to advantage at the same price?
A. Yes sir.
Q. Do you think those gentlemen are mistaken or are they just telling a falsehood?
A. Well, I dont believe there is that argument that we used brought bear on it any more; that would help them, that it was an Alabama product; I think that is the only reason they are not pushing it.
Q. Referring to the quality of it now, they have testified that it was not as good quality, some of them have testified—
A. They mostly testified that it was soft.
Q. Soft and oily?
A. Yes sir, soft and oily.
Q. To explain their reasons why they did not want to handle it?
A. Yes sir.
Q. Did not hold up, and had a bad appearance and would not keep as well?

A. Yes sir.

Q. Well, now, are they simply mistaken or are they testifying to falsehoods?

A. Why, I dont know whether they are either; it is just their opinion of the matter; I would not say that they lied about it, and I would not say that they are mistaken about it; they can have that opinion.

Q. Now, assuming that something over fifty wit-
1972 nesses have testified that in their judgment soft and oily pork was not as good as the western pork, and they preferred the western, do you think that those gentlemen are mistaken?

A. That it was not as good, or did not appear as good.

Q. That it is not as good; that it is not as desirable from a marketing standpoint?

A. Well, I dont suppose that from a standpoint of cutting it, putting it out on the block, and the appearance and all, I dont suppose they are mistaken in that at all.

Q. They are correct in that?

A. I will admit that the southern pork does not show up in as good shape in warm weather; most of them testified, you know, that in cold weather it was all right.

Q. Well, is that your opinion, now?

A. Yes sir.

Q. That is your own opinion?

A. Yes sir.

Q. That the western pork—that the southern pork does not hold up as long as the western pork?

A. In the warm weather it is not as good, and it wont hold up as long, I will admit that.

Q. And it wont keep as long?

A. No, I dont believe it will.

Q. It has a heavier shrink?

A. I had very little trouble with the shrinkage on it,
1973 I will be frank with you on that; we had practically no trouble with the shrink at all.

Q. Didnt you find that in warm weather, or even in fairly cool weather, the oil drops out of this meat, drips out?

A. I had some dry salt meat shipped in from Andalusia that showed a gain of 200 pounds after it had been here sixty days; that is it was that much heavier than when we got it. Of course, we rubbed it down with salt, the same as we do all of it.

Q. Put more salt on it?

A. Oh, yes, we always do that.
Q. Where did the gain come from, more salt worked into it?
A. I dont know whether it did; I assume it did.
Q. Well, it would not grow any while you had it?
A. No.
Q. Then the only place it could come from would be from the salt?
A. Yes sir.
Q. Or from moisture?
A. Yes. But as far as the shrinkage is concerned, we have practically no trouble at all on it.
Q. I dont know how many men have testified in this case, Mr. Allen, but I should say it would be somewheres around one hundred and fifty, and your testimony stands out clear and distinct fom those other men to the effect that southern pork is just as good as western pork.

Mr. Haycraft: I object to that question, Mr. Ex-
1974 aminer, that is assuming a fact which is not borne out by the record.

Examiner Sadler: I think the record will speak for itself.
Mr. Horton: The record will speak for itself.
Mr. Haycraft: Wel, the record will speak for itself. but the question wont speak for the record, that is what I am talking about.
Mr. Horton: The record will speak for itself; if I am wrong, the question is of no consequence.
Mr. Haycraft: I object to counsel using as a basis for his question a record which does not show what he says it does.
Examiner Sadler: Read the question.
(Question read)
Q. Do you still wish the record to show that is your judgment?
A. As far as my—
Examiner Sadler: Just a minute.
Mr. Haycraft: Mr. Examiner, I wish a ruling upon my objection. Counsel has placed in here as part of his question an assumption which is not borne out by the record; and I object to it.
Examiner Sadler: The objection will be noted. The witness can give his opinion.
Q. Now, Mr. Allen, you have stated that you are of the opinion now that the soft pork does not hold up as well, that

it shrinks more, and that it is not as desirable from a market standpoint, that is, from the market man's standpoint, is that right?

A. I would think so, yes sir, not quite as desirable;

1975 there is a slight difference in it.

Q. You think I have fairly stated the position that you take now?

A. Yes sir, there is a slight difference in it.

Q. Well, now, when did you reach that conclusion?

A. I reached it before we quit handling the Andalusia Packing Company's goods.

Q. What caused you to reach it?

A. I suppose the few complaints that I had coming it.

Q. What?

A. The few complaints that I had coming in.

Q. Complaints from your customers?

A. About the goods being flabby or oily; it would have no reference to shrink; ye might have had a few but not very many.

Q. Now, on the matter of the salesmen you had employed, Mr. Baugh and Mr. Bauer, they worked for you all the time you handled the Andalusia account?

A. No sir; Mr. Baugh did but Mr. Bauer did not.

Q. When did Mr. Bauer start?

A. I think it was November; I am not sure.

Q. November, 1916?

A. Yes sir.

Q. And continued with you?

A. Yes sir.

Q. Where is Mr. Bauer now?

A. He is with me.

1976 Q. He is with you?

A. Yes sir.

Q. Mr. Baugh with you too?

A. No sir.

Q. Where is Mr. Baugh?

A. Mr. Baugh is—I suppose he is here in Birmingham; I have not seen him lately.

Q. Who is he working for?

A. Edgar Morgan Grain Company, I think.

Q. Who?

A. Edgard Morgan Grain Company, Memphis, Tennessee; I understand he is there; I am not sure.

Q. When did Mr. Chapin start with you?

A. Who?
Q. Mr. Chapin?
A. I dont remember; dont know what months he worked at all.
Q. Well, was he there in 1916?
A. He was only there a few months, I dont remember when; I am not sure about that.
Q. Was he here in 1917?
A. I dont know; it was either 1916 or '17, or maybe part of both years, I dont know just exactly the months, I cannot tell you at all.
Q. You are sure it was when you handled the Andalusia account?
A. How is that?
1977 Q. You are sure he was with you at the time you handled the Andalusia account?
A. Yes sir, I am positive of that.
Q. He was there how long?
A. Just a few months; I dont know how long exactly.
Q. Just a few months, what do you mean by a few months?
A. Maybe three or four; maybe five or six, I dont remember at all.
Q. Would it be sometime between January and July of 1917?
A. Between September 1916 and September 1917 is the best I can give it to you.
Q. September 1916 and September 1917?
A. Yes sir.
Q. How about Mr. Mikwee?
A. He was there some time during that time, too.
Q. How many months did he work for you?
A. I dont know.
Q. How many months would you say?
A. Probably four months, maybe more.
Q. In your previous testimony you said these gentlemen were there six months, which is correct?
A. I dont know just how long, I said the best of my knowledge.
Q. Was it four or was it six?
A. I expect about six.
Q. About six?
1978 A. Yes sir, something like that.
Q. Was it about six or was it about four?

A. Three or four or five or six months, how many I could not tell you.

Q. It is three or four or five or six now; do you wish to change your former testimony?

A. If you call that changing it, yes sir.

Q. Three or four or five or six months?

A. Yes sir.

Q. That would be from September 1916 to September 1917?

A. Some time in that time.

Q. Would it be in the busy season?

A. I dont know when they were there.

Q. I think you testified before it was during the busy sason, didnt you?

A. No, sir, I did not.

Q. When would your busy season be?

A. When would the busy season be? I dont notice any difference in it.

Q. When was your busiest months when you were handling the Andalusia Packing Company account?

A. I dont know because we have other accounts that go along with the business.

Q. Is it July and August, are those your busy months?

A. On the Andalusia business, you mean?

1979 Q. Yes?

A. On the Andalusia business probably July and August were the dullest months.

Q. July and August were the dullest months?

A. Yes sir.

Q. All right, what would be the heaviest months on the Andalusia business?

A. Probably January, February, March and April.

Q. All right.

A. Probably would be December.

Q. You increased your sales force to take care of your increase in business?

A. Not necessarily so at that time, no; we were just getting started in business; I was adding to it as I could see my way clear to take care of another salesman.

Q. How many salesmen have you right now, Mr. Allen?

A. I have got five salaried salesmen, and four brokers that work exclusively for me.

Q. How many did you have in 1920?

A. Four salaried salesmen and three brokers, I believe

it was, I am not positive about that; probably five part of the time.

Q. How many did you have in 1919?

A. We had three salesmen; had four part of the time, and three part of the time, and had two brokers.

Q. How many did you have in 1918?

1980 A. About the same force.

Q. About three or four salaried salesmen?

A. It was either three or four.

Q. And two brokers?

A. Yes sir.

Q. All right, now, did Mr. Chapin stop working for you?

A. No sir.

Q. He is still working for you?

A. No sir.

Q. When did he stop?

A. He did not stop; I fired him.

Q. When did you fire him?

A. I dont remember that.

Q. Was it in 1917?

A. It was some time after he worked for me there; I dont remember the year. I could not tell you the year.

Q. Well, it would be 1917?

A. I cannot remember; dont know whether he worked any in 1916, or maybe part in 1917.

Q. When did Mr. Mikwee stop?

A. I cannot recall that; I cannot recall that; it is very indefinite in my mind.

Q. Was he with you in September 1917?

A. I could not say whether he was or not; no sir.

Q. Was he with you in—

1981 A. I dont know, I could not tell you.

Q. Was Mr. Mikwee and Mr. Chapin with you in 1918?

A. No, neither one of them was.

Q. Neither one of them was?

A. No.

Q. Not at all?

A. No, Mikwee worked for me afterwards, after he started in, after he worked for me the last time, for me, 1919, 1920, last year.

Q. Is he working for you now?

A. No sir.

Q. Now, have you enlarged the facilities down there at your house, your place of business?
A. Have I enlarged them?
Q. Yes sir.
A. Since what time?
Q. I say have you enlarged them, have you improved them?
A. You mean since what time?
Q. Well, any time, when did you improve them?
A. I have not improved them myself; I got a larger place.
Q. You got a larger place of business?
A. Than I formerly had, yes sir, when I had the Andalusia account?
Q. Where was you when you had the Andalusia account?
A. Morris Avenue.
Q. Morris Avenue?
A. Yes sir.
1982 Q. What street are you on now?
A. On First Avenue.
Q. You moved from Morris Avenue over to First Avenue where you got a larger place?
A. Yes sir.
Q. When did you move?
A. Moved in June, 1918.
Q. June, 1918?
A. Yes sir.
Q. Were you handling any fresh meat while you were on Morris Avenue?
A. Yes sir.
Q. What accounts did you have?
A. Had Andalusia first.
Q. Yes sir. Then what account did you have next?
A. Had the Bullock Packing Company later.
Q. When did you get the Bullock Packing Company?
A. About two months after—that would be somewhere,—
Q. About two months after you stopped handling Andalusia?
A. Yes sir.
Q. November, 1917?
A. Yes sir, that is my best recollection of that.
Q. Then in December, 1917, was you still handling Bullock?
A. Yes sir.
Q. Did you take another account on?

1983 A. We had another account, all western account; no southern account.

Q. Western account?

A. Yes sir.

Q. What western account did you have?

A. At that time I think we had the Wilson Provision Company of Peoria, and the Sinclair Sales Company of Cedar Rapids; during that time we had Hammond Standisch; I dont remember just the dates on that.

Q. What accounts—when you were handling the Andalusia account, what accounts were you handling besides Andalusia?

A. Wilson Provision Company was one, and I think Sonclair was the other, maybe Hammond Standisch Company was along about that time; we had it at the same time we had either Andalusia or Bullock.

Q. Did you sell any fresh meat for the Wilson Provision Company or the Sinclair Company, or Hammond Standisch; none for Sinclair.

A. We sold a few cars for Wilson. None for Hammond Standisch; none for Sinclair.

Q. When did you sell a few cars for the Wilson Provision Company?

A. About the time we discontinued for Andalusia; probably four or five weeks afterwards.

Q. Then you had Wilson Provision Company and the Bullock Packing Company in November, 1917?

A. I think that is correct.

Q. And you were handling fresh meat for both?

1984 A. No, we only handled one or two cars from Wilson; they could not furnish us the stuff we wanted here.

Q. But you had that in between the time you left off with the Andalusia and the time you started with the Bullock?

A. Yes, we got one or two cars from them; then we got the Bullock; maybe just one car of them at that time.

Q. When did you get the next fresh meat account?

A. I think it was 1918.

Q. What month?

A. Maybe 1919.

Q. What month in 1919?

A. I could not remember the dates on it; it was the latter part of 1918 or the early part of 1919.

Q. What account was that?

A. Iowa Packing Company.

Q. Iowa Packing Company?
A. Iowa Packing Company.
Q. Have you been handling that account ever since?
A. Yes sir.
Q. What accounts are handled by you now?
A. Iowa Packing Company and Sinclair; Sinclair Sales Company.
Q. Sinclair?
A. In meat?
Q. Pardon?
A. In meat, that is what you wanted to know, in packing house
1985 Q. Yes. Now, do you handle anything else besides meat and packing house products?
A. Yes sir.
Q. What other lines do you handle?
A. Handle flour, feed, cheese, butter.
Mr. Haycraft: Mr. Examiner, I object to the form of these questions, not proper cross examination.
A. Anything I can make any money out of.
Q. Did you handle any of those things—
Mr. Haycraft: Why beyond the scope of the direct examination.
Mr. Haycraft: Way beyond the scope of the direct examination.
Q. Did you handle all those things—
Mr. Haycraft: Mr. Examiner, I ask for a ruling on my motion.
Examiner Sadler: I think you are going away out of the scope of the direct examination, and out of the issues of the case. You are getting into the present time, going into this witness' other business.
Mr. Horton: I am just going to ask him one or two questions along this line.
Q. Did you handle those other lines, flour cheese, butter, that you are handling now—
Mr. Haycraft: Mr. Examiner, have you made a ruling on my motion yet?
Examiner Sadler: Just a second. I will sustain the objection.
Mr. Horton: Well, we take an exception. I thought
1986 we had an agreement here between counsel for the Commission and counsel for the respondent that all objections would be made later; what has become of that.

Mr. Haycraft: All except the form of the question; also, that ruling can be terminated any time I think it is going too far; that was the understanding that we had.

Mr. Horton: You wish to terminate the agreement?

Mr. Haycraft: No, I wish to object to the form of the question; it is not a proper question for cross examination.

Mr. Horton: You mean to say that my questions are leading on cross examination?

Mr. Haycraft: They are not proper cross examination; outside of the scope of the direct examination.

Mr. Horton: I thought that was covered by our agreement.

Mr. Haycraft: I did not understand that it was.

Examiner Sadler: Well, the objection was put up to me and I sustained it before any objection was made.

Mr. Horton: Well, according to our agreement counsel has no right to object unless he wishes to terminate the agreement.

Mr. Haycraft: Well, I will terminate the agreement right now, then, and make it again whenever I feel like it.

Mr. Horton: All right, then the agreement is terminated, we will consider.

Mr. Haycraft: You have gone too far; whenever I think you have gone too far I will terminate the agreement.

1987 Mr. Horton: We take an exception and rest.

Redirect Examination by Mr. Haycraft.

Q. Mr. Allen, there were a good many outside towns that you named where you sold goods for the Andalusia Packing Company; how were those remittances made for the accounts that you sold out there, did you collect those or did they go direct?

A. Most of them we collected; some of them went direct, but most of them we collected.

Q. Do they appear in this book here?

A. Yes sir.

Q. Those that you collected?

A. Yes sir.

Q. Those that went direct, of course, would not?

A. No, no, they would not.

Q. Now, on cross examination counsel tried to get you to state the weekly amounts and monthly amounts and daily amounts that you sold these various customers; I will ask

you whether or not you can at this time give anything like a correct estimate of your weekly sales to any of the customers back in 1916 and 1917?

A. I cannot.

Q. What you have stated, and it is a fact that a number of these smaller customers were in and out buyers, that is, they would buy a week, come in one week and be out the next week?

A. They would.

1988 Mr. Haycraft: That will be all.

Recross Examination.

By Mr. Horton: Q. On the outside, these outside towns that you sold to, Mr. Allen, would that pork be delivered here, from Birmingham?

A. Yes sir.

Q. It would come in your cars?

A. Yes sir.

Q. Record of that would be down in that as your consignment account?

A. Yes sir, after we started a consignment account; if the sales were made previous to January, 1917; we did not keep a consignment account.

Q. Anything after January 1st, 1917, would be in your consignment account, that came to Birmingham?

A. I would say that, with few exceptions; a few times we got some orders from customers; I remember one time we got the state of Alabama business, prisoners here, and we had that shipped out from Andalusia; we never did ship it, never did bill it or anything.

Q. You would reship from here?

A. With that exception there.

Q. Yes sir, with that exception.

A. Yes sir, probably one or two other small exceptions, did not amount to anything.

1989 Mr. Horton: That is all.

Mr. Haycraft: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused)

J. M. WOOD was thereupon called as a witness for the respondent, and having been first duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. Mr. Wood, what is your business?
A. Shipping clerk.
Q. For whom?
A. Swift & Company; Shipping clerk for Swift & Company.
Q. How long have you been?
A. Ever since May 26th last year.
Q. Last year, 1920?
A. 1920, yes sir.
Q. Did you ever work for Mr. E. P. Allen?
A. Yes sir.
Q. When?
A. I went to work there in September, 1916, and left in February, 1917.
Mr. Taylor: What was that answer?
(Answer read)
Q. How many salesmen did Mr. Allen have in 1916 and '17?
A. He had two besides himself.
1990 Q. Who were they?
A. Mr. Bauer and Mr. Baugh.
Q. Do you know a gentleman by the name of Chapin that used to work for Mr. Allen?
A. Yes sir.
Q. Was he ever a salesman?
A. He was a salesman for Mr. Allen when I went to work for him.
Q. Did you know him personally?
A. Yes sir, I knew him.
Q Was he a friend of yours?
A. Yes sir.
Q. Personal friend?
A. Yes sir.
Q. When did he leave Mr. Allen?
A. Why, I dont know just when he did leave him; he worked there about a year after I went there.
Q. After you went there?
A. Yes sir.

Q. Well, would you say he was there in September, 1916, or had he left before that?

A. September, 1916? He was gone before that, some time before that.

Q. All right, now, when he left Mr. Allen what did he do?

A. He went out to Irondale and started running a truck garden out there.

1991 Q. A truck garden out there?

A. Yes sir.

Q. You saw him from time to time after that?

A. Yes sir, I used to see him every once in a while.

Q. How long did he continue with the truck garden?

A. I don't know just how long he ran it, I guess about two seasons.

Q. Then what did he do?

A. The next time I saw him he was a salesman for Marshall, Jordan and Keith branch house?

Q. Did he come there from the truck farm?

A. Why, I dont know whether he was employed any place before that or not, I dont think he was, though; I am pretty sure he left the truck farm and started to work there in the fall.

Q. Then how long did he continue to work for Marshall, Jordan & Keither?

A. I dont know, sir, I think he was there up to the time he died last fall; I saw him from time to time.

Q. Knew him personally?

A. Yes sir.

Q. He was a friend of yours?

A. Yes sir.

Q. You used to see him from time to time?

A. Yes sir.

Q. Did he ever go back to work for Mr. Allen after he quit?

1992 A. No sir, not while I was there.

Q. Did you ever know of him going back to work for Mr. Allen?

A. No sir, I never did.

Q. While you was with Mr. Allen did he have a man by the name of Mikwee working for him, selling for him?

A. No sir.

Q. Not up to the time you left?

A. No sir.

Q. Did you ever hear of such a man selling for Mr. Allen?
A. No sir.
Mr. Horton: That is all.

Cross-Examination by Mr. Taylor.

Q. Mr. Wood, you dont know what salesmen were working for Mr. Allen after you left, do you?
A. No sir, I dont know, I never was down there after I left.
Q. You left there in February, 1917?
A. Yes sir, left there the 24th day of February, 1917.
Q. Did not go back there for some time?
A. Sir?
Q. You did not see Mr. Allen after that for a long time, did you?
A. No sir.
Mr. Taylor: That is all.

Redirect Examination by Mr. Horton.

1993 Q. Just a minute, please. But you do know that Chapin did not go back?
Mr. Taylor: I object to that, he did not say that he did know that.
Examiner Sadler: The objection will be noted.
Q. You may answer, please?
A. I would not be positive that he did not, but I dont believe he did, because while I was working for the express company there, he would be up there to meet the train from New Orleans to see about Marshall Jordan's products would come in on the train for him, I saw him there almost every morning while I was working up there.
Mr. Horton: That is all.
Mr. Taylor: That is all. No, wait a minute.

Recross Examination by Mr. Taylor.

Q. When was it you were at the express company's office?
A. I went to work there on the 15th of March, 1917.
Q. You left or went there?
A. I went to work there on the 15th of March, 1917.

Q. Now, where did you say Chapin went after he left Mr. Allen?

A. He did not work for a time; he ran a little truck garden out at Irondale.

Q. Yes. When was that?

A. I dont remember what year that was, must have been about 1914 and '15, I guess, spring of '14 and '15, must
1994 have been in 1915 he ran the truck garden; he worked about a year for Mr. Allen after I went there.

Q. How long were you with the express company?

A. Well now, I was with them until this past year.

Q. When?

A. The greater part of the time.

Q. When was it you left there?

A. Left there on March 14th, 1920, and when I was in the army, then, for a considerable time, three weeks I worked for the Frisco Railroad.

Q. Three months or three weeks?

A. Three months.

Q. And during the time—

A. Between March—

Q. Between March 1917 to March 1920?

A. Yes sir.

Q. When was it that you were with the Frisco Railroad?

A. I was with them from September 1917 until January.

Q. Until January of what year?

A. 1918, then I went back to the express company.

Q. You went back to the express company in January, 1918?

A. Yes sir.

Q. Now, I will ask you, do you know that Mr. Chapin did not go back to work for Mr. Allen after you left Mr. Allen?

A. After I left Mr. Allen?

1995 Q. Yes?

A. No sir, I would not be positive about that.

Mr. Taylor: That is all.

Mr. Horton: Mr. Allen, have you got your payroll records down there to show when those men worked for you?

Mr. Allen: Yes sir, I think I have.

Mr. Horton: Will you bring them up, please?

Mr. Allen: This evening?

Mr. Horton: Yes sir.

Mr. Allen: I guess I can find them; the boys are all gone now though. If I can find the cashier there that knows where the records are I will bring them.

Mr. Taylor: Now, here, Mr. Horton; all we want is the facts, also. If it is a fact that Mr. Allen may have made a mistake in testifying to this, I am perfectly willing if he will look up that thoroughly and let it come and let it go into the record that he was mistaken.

Mr. Horton: I would like to see the payroll.

Mr. Allen: I wonder if this will do any good: If I was mistaken in Mr. Chapin, I will say this, I had another man during 1917, I know that; the record will show that very plainly.

Mr. Horton: Now, I move to strike out that statement upon the record.

Mr. Taylor: No, I ask that that stay in.

Examiner Sadler: I think you asked Mr. Allen sev-
1996 eral questions yesterday morning in the record; they still remain in the record, and I think this statement should remain in the record.

Mr. Horton: I have not asked him this question.

Examiner Sadler: Well, he is making a correction if he is wrong.

Mr. Horton: Who was your other man?

Mr. Allen: I dont remember his name; we change, just like all the other men.

Mr. Horton: All right, if you will bring up the records Mr. Allen, we will meet you here or any place that is convenient for you.

Mr. Allen: All right, I will see what I can do.

Mr. Horton: Where will you meet us?

Mr. Allen: I dont know how long it will take me to find them, that is four years back; you had better set the place for me: I cannot state the time until I find them.

Mr. Horton: Well, Mr. Examiner, I cannot finish tonight, anyway. I want to put on some more witnesses tomorrow.

Mr. Taylor: Now, Mr. Examiner, I wish at this time to object to the reopening of the respondent's case here; if we are to see-saw back and forth this way, we will never get any place. The Commission is supposed to have put in its case; the respondent has placed his defense in, and the Commission put in rebuttal or reply to the testimony of the respondent, and now that we have done this, I object to
1997 opening the case again. Furthermore, this question of many—of how many salesmen Mr. Allen had employed here is entirely irrelevant, and has nothing to do with the issues of this case.

Examiner Sadler: We can take it up with Washington.

Mr. Taylor: This whole matter was matter that was brought out on cross-examination; was not testified to by this witness on his direct examination.

Mr. Horton: That was brought out on direct examination, for your information, Mr. Examiner, by Mr. Haycraft.

Mr. Taylor: I am quite clear he was not asked how many salesmen he had nor how much goods he sold these people, but merely whether they were customers.

Examiner Sadler: We had better be clear on that, and let the reporter read the record over to us, and be sure of that.

Mr. Horton: Mr. Examiner, it is now six thirty p. m. I had hoped that we could finish tonight, but it is impossible, I wish to put on some more rebuttal witnesses tomorrow morning.

Mr. Taylor: Mr. Examiner, I object to the reopening of this case to put on rebuttal witnesses by the respondent, or rebuttal testimony. I move that we adjourn to Chicago, to convene on August 30th, at 10:00 o'clock in the morning, at the hearing room of the Federal Trade Commission.

Examiner Sadler: Do you want this witness any more?

Mr. Horton: No.

(Witness excused)

1998 Examiner Sadler: I think that everything to be covered has been covered, and that any further evidence in this case would be cumulative evidence, so I will adjourn the hearing to Chicago, ten o'clock, August 30th.

Mr. Horton: Mr. Examiner, I submit that you are unable to judge whether or not everything has been covered in this case or not. You have no information nor nothing to base it on. I further request that if the examiner sees fit to rule against me upon the question of putting in more evidence, that I be given time to take it up with Washington, and that this hearing be held in abeyance, and that the examiner and the attorneys for the Commission stay here in Birmingham until I can get a reply back to my wire, which should be sometime tomorrow.

Mr. Haycraft: Mr. Examiner, you asked counsel a plain question as to what new evidence should be introduced. (Off the record) He answered and the argument was made by counsel for the commission that this was all refuted, and based your ruling upon that, and I submit that the record should stand.

Mr. Horton: To meet any objection that Mr. Haycraft

may raise to that, I will state that I wish to call several witnesses, by whom I will prove that Mr. Allen repeatedly and continually sold Andalusia pork for four, five and six cents under the market price of western products.

Mr. Haycraft: Mr. Examiner, he has put those witnesses on the stand; further evidence of that kind would be purely cumulative.

1999 Mr. Horton: And further, I wish to state at this time that I expect to call other witnesses who will testify to the fact that there is keen competition in this market, further, that competition has been increased since Swift & Company took over the Andalusia plant, and further, that they prefer to buy the Andalusia product through Swift & Company rather than through Mr. Allen.

Examiner Sadler: I think, Mr. Horton, that that would be all cumulative.

Mr. Horton: And that Swift & Company put the pork out in better shape than the old company did. These same witnesses also will testify that Mr. Allen got in a car of the Andalusia pork, and he would sell a little out of the car to such customers as he could, and that he would sell the balance of the car at five or six cents a pound under the western market price. Now, I will further call witnesses who will testify that Mr. Allen frequently had this pork spoil on his hands, and that it was necessary for him to use it for inedible purposes at a very low price a pound.

Examiner Sadler: The hearing will adjourn to Chicago on August 30th, to meet at the Federal Trade Commission offices at 10:00 A. M. If Mr. Horton desires, after taking it up with the Commission, to take further testimony in Birmingham, I expect the Commission will pass on that.

Mr. Horton: Am I going to be given permission to
2000 stay here in Birmingham, and wait until I get a wire from the Commission on this point, Mr. Examiner?

Examiner Sadler: You can take it up with the Commission; it is your privilege to take up anything you wish with the Commission.

Mr. Horton: Do I understand that Your Honor and the attorneys for the Commission are leaving town tonight?

Examiner Sadler: I am going to Washington, yes.

Mr. Horton: Then it would do me no good to take it up with the Commission because I could not hope to get a reply until tomorrow morning some time.

Examiner Sadler: You can take it up with the Commission if you like.

Mr. Horton: But it is agreed that it would not do me any good to do so, because you gentlemen would not be in town here, anyway.

Examiner Sadler: I shall be on my way to Washington, as I said before.

Mr. Taylor: And so say we.

Mr. Horton: All right, we take an exception to your Honor's ruling.

Examiner Sadler: All right. We are adjourned, then.

(Whereupon, at 6:40 o'clock P. M. August 4, 1921, the hearing was adjourned to the offices of the Federal Trade Commission, Chicago, Illinois, at 10:00 o'clock A. M. August 30, 1921.)

2005 Docket 453.

Chicago, September 7, 1921.

Met pursuant to adjournment, 2:00 p. m.

Before:

C. T. Sadler, Examiner.

Appearances:

A. N. Taylor and E. F. Haycraft (Washington, D. C.) for the Federal Trade Commission.

A. H. & Henry Veeder, James M. Sheean, and Frank L. Horton, attorneys for the respondent, represented by Mr. Frank L. Horton.

Examiner Sadler: The hearing will come to order. By mutual consent of the attorneys for the respondent and the Commission the hearing was adjourned from August 30, 1921, at 10 A. M. to September 7, 1921, at 2 P. M.

GEORGE E. PUTNAM was thereupon called as a witness, and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. State your name, please.
A. George E. Putnam.
Q. Where do you live, Mr. Putnam?

A. 1132 East 46th Street, Chicago.

Q. What is your occupation?

A. I am consulting economist, Swift & Company.

2006 Q. How long have you been so employed?

A. Since June, 1920.

Q. What experience, or what educational qualifications have you for that position?

A. I was engaged in university work for eight years. I graduated from the University of Kansas in 1907. I took a Master of Arts Degree in Yale University, 1908. The next three years I was a student in Oxford University, specializing on economic studies, and I took the degree of Bachelor of Letters there in 1911. Practically during the whole period of eight years I was engaged in the study of economics and economic problems.

Q. That is Oxford University, England?

A. Yes, Oxford University. For the next six years I was Professor of Economics in the University of Kansas. For the three years following that, Professor of Economics in Washington University in St. Louis. During the summer of 1918 I was employed as a special expert of the United States Tariff Commission to investigate the effect of the tariff upon the prices of wheat, oats, barley, and flaxseed. I completed a report for the Commission which has been published in "Tariff Information Series #20." As I have already indicated, since June, 1920, I have been with Swift & Company.

2007 Q. Now, in your position as Consulting Economist for Swift & Company, have you made a study of the livestock and meat industries?

A. Yes sir.

Q. What determines the prices that the packer gets for meat and by-products?

A. That is a rather large question but I shall try to deal with it fully and briefly.

Mr. Taylor: Mr. Examiner, I should like at this time to object to this line of testimony as irrelevant to the issues of this case.

Examiner Sadler: The objection will be noted.

A. Meat is a perishable product. The price of any perishable product is determined by the consumptive demand for the exitsing supply. The only time when it is possible to establish a definite price for a perishable product is when the price fixed has control of the supply. That is impossible in the packing industry because it is impossble for the packer

to control the supply of livestock coming to market. The whole supply has to be directed into consumptive channels and competition establishes a price for perishable products at which the whole supply is consumed. One reason why it is impossible to have the price any higher than the competitive price on perishable products is the fact that consumers will substitute other kinds of food. That is to say, various meat cuts are in competition with one another, and meat
2008 as a commodity is in competition with a great many other food products such as fish, fowl, cheese, and the various kinds of meat substitutes. That process is always going on. At the same time I want to call your attention to the effect which a tremendous increase in the supply of a perishable product like meat will have upon the price. In the Fall of the year the receipts of livestock at the principal markets are pretty heavy, at least relatively heavy, heavier than at any other time of the year. The supply of meat obviously depends upon the number of live animals shipped to market, which means that in the fall of the year there is a big supply of meat which must be consumed. The only way it can be consumed is for the packer to get rid of it. He has to reduce the price to the point where the whole quantity will go into consumptive channels. In the spring and summer when livestock receipts are generally lower the supply of beef is lower and the price that will direct the whole amount into consumptive channels is obviously a little bit higher. By-products, of course, are not so perishable as beef and other kinds of meat, but even in the case of by-products there is an absolute limit to the quantity that any packer can carry. Carrying by-products involves interest charges and carrying charges and there comes a time very quickly in the packing industry where by-products have to be gotten rid of irrespective of the value that was placed upon them
2009 by the time the animals were slaughtered. I think that about answers that question, doesn't it?

By Mr. Horton: Q. What are the economic factors determining livestock prices?

Mr. Taylor: Mr. Examiner, may I have it understood that my objection goes to all this line of testimony, without repeating it as to each question?

Examiner Sadler: Yes.

A. The price of livestock depends upon the prices that the packer can get for meat and by-products combined. I might illustrate that in this fashion. When retailers are

willing to pay higher prices, say, for beef, the packer will try to increase the volume of his business in order to make as large a profit as possible from his operations, but since he can increase the volume of his business only by buying more livestock in the open markets, competition among packers tends to increase the price of the livestock. Likewise, when the retailers are not willing to pay so high a price on account of the falling off, say, in the demands of their consumers, the packer will have to reduce the volume of his business. At any rate, he will not be able to bid at the same rate for livestock as before, and, therefore, livestock prices fall. Now, the public looks at that thing from an entirely different angle. Anybody that is not familiar with the packing industry has a notion that meat and by-product values depend upon livestock prices. It is exactly the reverse. It is on the basis of the prices that the packer can get for livestock products that he goes out and makes bids for livestock.

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By Mr. Horton: Q. What are the principal markets for livestock in the United States?

A. Well, the most important market, of course, is Chicago; it is the largest market and it is the most stable, chiefly on account of its size. Next to Chicago would come such markets as Omaha, Kansas City, and St. Louis. Of a little less importance would be such markets as St. Paul, Sioux City, and St. Joseph. Then of a little less importance still would come Fort Worth, Oklahoma City, Denver, Wichita, Cleveland, Indianapolis, East Buffalo and Milwaukee.

Q. Now, you have told us in a general way how meat and livestock prices are determined, but what really determines livestock and meat prices in a particular section of the country, we will say, in the South?

A. The south is a deficiency section. By that I mean the consumption in the South, especially of pork products is much greater than production in the South. The Department of Agriculture has published figures showing the per capita consumption of meats in various sections of the country for the year 1919. Pork consumption per capita in the south is above 100 pounds during that year. In one section it is as high as 117 pounds,—higher than in any other sections of the United States. Now, in view of those conditions, the South is a deficiency section. It is a good deal like Liverpool as regards wheat consumption. It must buy a great deal from the outside. Now, in practically all communities where a great deal has to be purchased from the

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outside, the price in that community, particularly the price of meat in the South, is going to be higher than the price of meat in the great producing sections of the Middle West; not necessarily higher by more than transportation costs; in some cases it will be, but as a general principle, the price of meat in the South will be higher than the price of meat in Western markets, for the reason that meat has to be shipped in. Now, inasmuch as livestock prices depend upon the prices that can be obtained from meat and by-products, it follows that livestock prices in the South will tend to be higher for the same grade than livestock prices in the West. It is well to keep in mind the fact that where meat is being shipped in from the west to the South, there is going to be a very strong tendency for all of the livestock markets and for all of the meat markets to be kept in line with one another just through such shipments. In other words, the prin-
2012 ciples determining meat and livestock prices in the south are the same principles that I have already indicated for the country as a whole. Prices there must be kept in line through the operation of ordinary enonomic forces.

Q. If meat prices are higher in the South, by what sum or what factor would that exceed the prices in the Western markets?

A. They would tend to exceed them, of course, by the cost of transportation. That would not hold true for every single market, for the same reason that the difference between the Liverpool price and the Chicago price is not always equal exactly to the cost of transportation, but it fluctuates about that point.

Q. By fluctuation you mean sometimes it is a little less and sometimes a little higher?

A. It is bound to be that way. On the whole, the cost of transportation will pretty nearly govern the difference in prices in various markets.

Q. Do I understand by your answer that you mean that the cost of transportation from the producing center to the consuming center is the determining factor in levelling the prices between the two points?

A. In keeping the markets in proper relation to one another, yes.

Q. As the packing industry is now organized and as
2013 it was organized in 1917, can or could any one packer suppress competition in markets such as Birmingham, Atlanta, Jacksonville, Pensacola, or other Southern markets?

Mr. Taylor: Now, Mr. Examiner, I object to that as wholly incompetent, and as well irrelevant and immaterial to the issues in this case. That is the question to be decided by the Commission and the Court in this case, upon the facts. And I object to the question also, that it does not purport to attempt to include all of the facts upon which any such opinion might be based.

Examiner Sadler: The objection will be noted.

A. It would be possible for one packer to withdraw from a particular market in the South and thereby lessen the number of competitors in that market; but even so, the withdrawal of one packer could have no substantial effect upon meat prices or livestock prices because those prices are going to be in line with prices in the producing sections. If one of the packers who remained in that market tried to get more for his meat than his meat was worth, the meat would spoil on his hands, for one of two reasons. In the first place, the meat is perishable, and if he was trying to get more for his meat than it was worth, people would substitute other kinds of food; or, under the same conditions, if he was trying to get too much for his meat, the packer who withdrew would come back, or some outside packer would ship 2014 meat products into that market and restore prices to their former level. Under the operation of all economic laws that we know anything about, it would be impossible for a packer to lessen competition in one of those southern markets substantially, or for two or three packers to lessen competition substantially in those markets. If the packers were dealing with a product that was not perishable, the situation might be substantially different. Those are the two fundamental factors, by the way, in the meat business,—perishability of the product, and, in the second place, the fact that the packers all have, or most of the large packers have distributive facilities which enable them to take meats from sections where livestock are produced and put them very quickly into deficiency sections where high prices exist. Operations of that kind, of course, tend to bring prices in line the country over; they make it virtually impossible to lessen competition in any one market.

By Mr. Horton: Q. What is the economic function of the packer with regard to distribution of meat and meat products?

Mr. Taylor: That is objected to as immaterial.

Examiner Sadler: The objection will be noted.

A. The main economic reason for the existence of the large packer grows out of the fact that two-thirds of the livestock in the United States are produced west of the
2015 Mississippi River, and two-thirds of the population of the country lives to the east of the Mississippi. Under those conditions, either live animals, or fresh meats must be shipped from the West to the East and from the West to the South; and it has been found to be much more economical to slaughter the animals in the producing sections and ship the fresh meats under refrigeration to the consuming sections than it is to ship the live animals. In the earlier days, of course, cattle were shipped on the hoof from the West to the East, where they were slaughtered for local consumption. That method of distribution was exceedingly wasteful, and it was only upon the advent of the refrigerator car that it was possible to overcome those wastes. I might say in that connection that it is on account of the distributing service of the large packer, namely, his refrigerator cars and his branch house equipment that virtually divides the packing establishments into two classes; first, those who have this service, and, second, those who haven't it. It is for that reason that the operations of the large packers with nation-wide, or with a great deal of equipment for meat distribution make him not comparable at all with a packer not having that equipment. They perform two entirely different functions. The business of some packers is entirely local; they sell their products practically in the markets where they buy the raw materials. Large packers having refrigerating and dis-
2016 tributing equipment depend almost entirely upon their long distance service rather than upon the local business.

By Mr. Horton: Q. What function does the packer with long distance distributing facilities perform in the South?

Mr. Taylor: I object to that as incompetent, irrelevant and immaterial.

Examiner Sadler: The objection will be noted.

A. As I have already indicated, the South is a deficiency section; and it is the function of the large packer to ship meat products under refrigeration from surplus producing sections to a deficiency section. A large packer therefore ships meat products into the South where his products compete with the products of local concerns, and it is through the operations of the large packers and the small packers that prices are established in southern cities on meats and on livestock, in line with prices in the West and North. I

should point out also that the large packer in many cases has established plants in the South to help take care of the livestock which is produced locally, and that the South is dependent not only upon the meat produced from their own livestock but also upon the meat shipped in by the large packers.

2017 By Mr. Horton: Q. What would be the economic motive for a packer to establish a plant in the South?

Mr. Taylor: I object to that, for the same reason assigned to the last question.

Examiner Sadler: The objection will be noted.

A. There are no large livestock markets in the South comparable to the markets in the Middle West and North. It would be therefore necessary for a Southern livestock producer to ship his livestock, say, to St. Louis or Indianapolis. The larger the market the better the opportunity he will have for getting full market value. That means that the price of livestock in the South would normally be lower than the price of livestock in the West. It means also that when he shipped his livestock to Western markets he would have to have the meat shipped back to him. Therefore, meat prices in the South tend to be higher and are higher than meat prices in the West, while livestock prices are lower. Therefore, it is possible—it is advantageous, in fact, for a large packer to produce meat and by-products in the South, and take advantage of the widespread between live stock and meat prices, if the supply of raw materal in the South is sufficiently large and appears to be prospective. In that connection also it is worth noting the economic effect of the operations of a large packer. By going into the South and buying cattle he actually raises the price of live cattle

2018 for the Southern producer; and by producing meat he actually reduces the price of meat for the southern consumer; that is to say, he establishes a plant in the South when the spread between the livestock and meat prices is wide, and his operations tend to reduce the spread and do actually reduce the spread between livestock and meat prices. Of course, no packer would undertake to engage in the production of meat and by-products in the South unless he thought that he had a good supply of raw material or that the supply of raw material in the form of cattle, hogs, sheep, and so forth was going to be sufficient for a great many years and probably grow at a good rate from year to

year. The packer has to look out for a supply of raw materials.

By Mr. Horton: Q. The illustration you have just used was with regard to cattle. Would the same reasoning apply to hogs also?

A. Yes; I used cattle merely as typical of livestock in that respect.

Q. Now, will you please summarize your reasons as to whether it would be impossible for any packer or group of packers to control meat and livestock prices in the South?

Mr. Taylor: I wish to make the same objection, Mr. Examiner.

Examiner Sadler: The objection will be noted.

A. I would say there are two fundamental reasons
2019 why such control would be impossible. The first reason is that meat is a perishable product which is in competition with other kinds of food. People will take to consumption of meat substitutes very quickly if the price goes up sufficiently high, and there are some, of course, who will take to the consumption of meat substitutes if the price goes up five cents a pound on meat. Right in that connection, I indicated once before that the price of a perishable product will be fixed, by competitive conditions, at the point where the whole supply will be moved into channels of consumption; and that the only case where it is possible to control the price of a perishable product is where the seller of that product also controls the production and the supply of it. That is impossible in the case of the packers because they are not engaged in the production of livestock; they have no control over livestock receipts, nor over livestock production. On the contrary, the packers have to take the supply of raw material as it comes to them, and they virtually have to clean up the market and pay cash the day they make a purchase. The second fundamental reason why price control is impossible is that Southern livestock and meat prices must be in line with prices in the North and the West. If any packer would try to sell his meat in the South for more than it was worth, it would spoil on his hands, because people would take to other kinds of food, or meat products
2020 would be shipped in by some competing packer, who would get the business. One other point in that connection, by way of summary, is the fact that livestock prices are dependent upon meat and by-product values, and the relation is not the reverse, as a great many people think. The

cost of a beef carcass has practically nothing to do with the price that the packer realizes for the carcass. Perishable products cannot be sold on the basis of costs successfully. Perishable products have to be sold for what can be gotten for them. The packer, in short, gets all he possibly can for his meat products, and on the basis of what he gets for those products he goes out and makes bids for live animals, with the result that when meat and by-product values rise the price of livestock rises; when meat and by-products fall, the price of livestock falls. I guess that summarizes it.

By Mr. Horton: Q. What can you say as to the speculative risk assumed by the packer?

Mr. Taylor: I object to that, for the same reasons.

Examiner Sadler: The objection will be noted.

A. The speculative risk is very heavy, for the reason that the margin between buying and selling prices is very small in the packing industry, after taking into account the expenses of operation. During the year 1920, for instance,

Swift & Company, or, the buyers of Swift & Company 2021 were trying to keep in mind their by-product values and beef prices in making bids for live cattle. By-products, however, have to be held some time before they can be marketed; where beef has to be marketed within about fourteen days after the time it is slaughtered, a hide, which is the principal by-product of a steer, cannot be cured in less than thirty days; it has to lie in a cured state for thirty days before it is fully cured. Oleo Oil cannot be prepared for the market, or, as a matter of fact it cannot be prepared as Oleo Oil for about two weeks after the animals are killed. Now, that means that the by-products are in the packer's hands, as they have to be, and their value may change considerably. As a matter of fact, during the year 1920 there was a steady fall in the value of by-products from April to the end of the year. A tremendous fall. By-products from a 1,000 pound steer were worth about $28.00 at the beginning of the year, and at the end of the year by-products from the same steer would be worth about $7.00. The packer had to take a loss on his total cattle operations for the year on account of the fall in by-product values. If they had fallen all at once it would have been very different. They could have, or at least they would have attempted to buy live cattle on the basis of those low values. As it was, they did the best they could and most of the packers showed

losses, substantial losses on their cattle operations.
2022 Now, that is only an illustration of the speculative risk that is involved. The risk on beef is pretty large in itself; the risk on by-products is even greater. It occurs to me now that by-product values were falling during the whole year, rather than from April on. I had in mind the chart which was for a two-year period, rather than for the period of 1920. I have here, by the way, a chart showing the fall in those by-product values, but I don't suppose there is any way of putting it in the record. In any community of the country the demand for meat may change over night, on account of changes in the weather; weather is one of the big factors with which the packer has to contend. He cannot anticipate quick weather changes, and if he has a large supply of beef down in New York and a good warm spell comes along, people reduce their consumption of beef, and he simply has to unload it there way below cost. Not only is that true with regard to beef, but it is true with regard to particular cuts. It is impossible for one packer to know what the demand in New Hampshire will be for a particular kind of meat. He has to make the shipment and assume the risk and do the best he can. Another big factor which has been very prominent among the speculative features of the business is the effect which industrial conditions have upon demands in various sections of the country. The demand for meat fell off very considerably in the New England
2023 States when the present industrial depression set in; it fell off there before it fell off in any other part of the country, because New England is mostly industrial and the unemployment problem became more severe there at an earlier date than in any other section. In general, owing to the very small spread between the packers' buying prices and selling prices, after taking into account his expenses of operation, the packing business is a very risky business. A very small error of judgment makes all the difference between a profit and loss.

By Mr. Horton: Q. What was Swift & Company's average profit per dollar of sale for the past ten years?

Mr. Taylor: Now, Mr. Examiner, I object to this as wholly incompetent. It is not the kind of evidence to prove a fact of this sort by. This witness is testifying here as to opinion evidence almost entirely; and by the widest stretch of the imagination, opinion evidence cannot be received as probative of figures of this sort. The evidence is wholly incompetent to prove figures.

Examiner Sadler: The objection will be sustained.

By Mr. Horton: Q. What was Swift & Company's average profit per pound of perishable products handled for the past ten years?

Mr. Taylor: I object to this question on the same ground upon which I objected to the last question.

2024 Examiner Sadler: The objection will be sustained.

By Mr. Horton: Q. I will ask you if you know the answer to those two questions, Mr. Putnam?

A. Yes, sir.

Q. You do. And have you had access to the figures?

A. Yes, sir.

Q. And you have computed that?

A. Yes sir.

Q. Now I will ask you to testify again from your own knowledge as to what is Swift & Company's average profit per dollar of sales for the past ten years?

A. 2.2 cents on the dollar of sales.

Mr. Taylor: I renew my objection, Mr. Examiner. I move to strike out the answer which was made while I was formulating my objection.

Examiner Sadler: The objection will be sustained.

Mr. Taylor: And I move to strike out the answer which was made, which I think was taken by the Reporter; I am not certain.

Examiner Sadler: The motion to strike will be sustained.

Mr. Horton: I call your attention, Mr. Examiner, to the fact that I am asking this witness to testify as to facts which are purely within his own knowledge. The answer to

2025 that question is a fact and the witness has replied that he has knowledge of that fact.

Mr. Taylor: Mr. Examiner, the answer called for from the witness is not a fact, but a conclusion, which is based upon hundreds of other facts, none of which are before us here. It is a conclusion which the Commission and the Court would be entitled to form for itself, if it were relevant to this case, which it is not, and it is a conclusion which can only be arrived at after the Court and the Commission has before it the hundreds of facts upon which it is necessarily based.

By Mr. Horton: Q. Mr. Putnam, in your work with Swift & Company, have you made a particular study and have you not had occasion to refer to records and to the reports

of that company which show what the average profit per dollar of sales was from year to year?

A. Yes, sir.

Q. And in that same connection have you not had occasion to ascertain in the usual and ordinary course of your employment as to what was the average profit per pound of products handled year by year?

A. Yes sir.

Q. And you know of your own knowledge what those figures are?

A. Yes sir.

2026 Q. And you have gained this knowledge through your contact with the business and the course of your studies?

A. Yes sir.

Q. And in the course of your daily employment?

A. Yes sir.

Mr. Horton: Now, Mr. Examiner, I again repeat these questions:

By Examiner Sadler: Q. That is, you formed your own conclusions as to the amount of profit made?

A. I have seen the figures.

Mr. Taylor: I renew my objections to this question, Mr. Examiner. It is very evident that this witness does not have in mind all of these figures. If he did have in mind all of these figures it would be improper for him to express them. They would not be the best evidence. And if this question were relevant to the issues here then the proper way to prove it would be to prove the figures upon which the conclusion must be based.

Examiner Sadler: If you want to put that in evidence I think you should have the facts and figures before us.

Mr. Horton: The witness is testifying to the facts which he has stated that he had knowledge of. The said knowledge is gained in the course of his usual and ordinary employment.

2027 Examiner Sadler: I know the witness may have seen the figures and facts, but the Court and Commission haven't them before them.

Mr. Horton: We are trying to give the Court and Commission the facts through this witness; the Court and Commission will not know anything about it unless this witness or some other witness testifies to it; and that is the ultimate fact to be proven by this witness; that is what we offer now.

Mr. Taylor: Mr. Examiner, this witness has been shown certain figures and he has accepted those figures, and upon the basis of that acceptance I assume he has made certain computations, although it is not testified; it is assumed that he is competent, and now it is attempted to get on the record here the result of his conclusions from certain figures which have been shown him, and which have not been proven and not admitted in this record. It is wholly objectionable, wholly incompetent.

Mr. Horton: Counsel is only assuming those facts, your Honor, and you should not be guided by his presumptions and assumptions, but rather by the facts testified to by this witness. He has gained this knowledge in the usual course of his business.

Examiner Sadler: Let it go in for what it is worth, subject to the objection.

2028 By Mr. Horton: Q. Now, I will ask you, Mr. Putnam, what is Swift & Company's average profit per dollar of sales for the past ten years?

Mr. Taylor: I object on the grounds heretofore enumerated; it is not competent evidence; it is not shown in this record by competent evidence the figures, facts, and circumstances from which any such conclusion could be based, and therefore the answer now sought to be elicited is wholly incompetent and improper and of no value whatever, as well as incompetent.

Examiner Sadler: Let the witness answer, subject to the objection. I think it would also shorten up the record. If the Commission decides to sustain your objection, they can easily strike it out.

A. Swift & Company's average rate of profit per dollar of sales for the past ten years has been 2.2 cents.

By Mr. Horton: Q. And what was Swift & Company's average profit per pound of perishable products handled for the past ten years?

Mr. Taylor: I also object to that, Mr. Examiner, as incompetent, as well as irrelevant.

Examiner Sadler: The objection will be noted.

A. 28/100 of a cent per pound.

By Mr. Horton: Q. What determines the price of commercial cuts of pork?

Mr. Taylor: I object to that, Mr. Examiner, as both

2029 irrelevant and incompetent.

Examiner Sadler: The objection will be noted.

A. The principal cuts from a hog would consist of ham, shoulder, pork loin, and the fats that go to make lard. These products are entirely separate and distinct from one another. After they get on the market each one is perishable and subject to the economic law governing the prices of perishable products. I might say also that there are a great many cases and a great many times when the price of pork loins or the price of ham will be rising while the price of hogs is falling, or vice versa; they have no relation as individual products to the price of the hogs, but it is on the basis of the prices of all these commercial cuts taken together that the packer goes out and makes bids for live hogs, with the result that hogs rise in price when the value of the products derived from a hog are rising in price, and a hog falls in price when the products derived from a hog, that is, all of the products derived from a hog, are falling in price. I have known cases again where a pound of ham was the equivalent in the market of two and a half pounds of lard, then within a couple of weeks a pound of ham would be equivalent only to two pounds of lard. That is to say, one of these products may rise in price while the other is falling, according to demands in various sections of the country, which are affected
2030 of course by changes in weather conditions. During the past summer—here is a good illustration of the point I am trying to make—dried beef became very high in price. I takes about 300 days to prepare dried beef, and the summer was unusually hot, with the result that a great many people took their meals out of doors, picnicing, and no doubt consumed large quantities of such products as dried beef. The packer could not get those products on to the market fast enough; he certainly could not turn them out within the course of that summer; and the price naturally rose. So, in various sections of the country you may find at any one time a big demand for hams; in other section of the country you may find a big demand for pork loins. It is even possible for those two things to be rising in price when at the same time the receipt of hogs in Chicago and in the other markets would be so large that the price of live hogs might be falling, because the price of live hogs depends upon the price of all cuts from a hog rather than upon the price of any one of them. Each cut from a hog is a commodity in itself, subject to the law determining the prices of perishable products.

By Mr. Horton: Q. Now state whether or not each particular cut from a hog, or commercial cuts, as they are

termed, is in competition with all other cuts and with all other kinds of meat and meat substitutes?

2031 Mr. Taylor: I object to that, Mr. Examiner, as incompetent, irrelevant to the issues in this case.

Examiner Sadler: The objection will be noted.

A. Any one pork cut is in competition with all other pork cuts, even with all other kinds of meat and meat substitutes such as fish, fowl, and cheese, and practically at all times.

Mr. Taylor: I withdraw my objection to this last question.

By Mr. Horton: Q. How about eggs, cheese, and other meat substitutes?

Mr. Taylor: I object to that, Mr. Examiner.

Examiner Sadler: The objection will be noted.

A. They are also highly competitive products.

Mr. Horton: You may take the witness.

Cross-Examination by Mr. Taylor.

Q. Mr. Putnam, as I recall your testimony, the local packer in the South is in a position to offer to the public the products of his packing house at a very considerably less price than the Western packer, with regard to the same products; that is correct, is it?

A. You say he is prepared to offer at a lower price?

Q. He is able to?

A. Well, he gets all he can; he gets all he is able to get.

Q. But he is able to sell his products very much

2032 lower than the Western packer in the South?

A. Not if they are the same products, no.

Q. By the same products I mean the same cuts of pork?

A. If they are the same, that is true.

Q. The packer with a packing house in Georgia can sell pork loins at a very considerable less price than the Western packer can sell pork loins in Georgia?

A. Not to my knowledge. I don't believe that cuts of pork are exactly comparable.

Q. Did you not testify that the western packer must pay the western prices for his hogs and must pay the transportation from the west to Georgia?

A. Certainly.

Q. And that it is necessary for him to get more money for his products when he gets them there?

A. The only reason he ships is because he can get more money.

Q. Please answer the question. Was not that what you testified?

A. I testified that the high transportation cost was not the cause of the high prices, but that the high price down there was the cause of the transportation. There is a distinction there.

Q. And the local packer, slaughtering the local hogs, does not have to pay that high transportation cost?

2033 A. No.

Q. On either his livestock or on the finished product?

A. No.

Q. Therefore he can sell it for much less than the Western packer can sell the same product in that market?

A. If he wanted to, I suppose, he could, certainly.

Q. Yes. That is the way I understood your testimony. I wanted to be sure I understood it correctly. Now, then, with regard to competition, if this local packer slaughtering and selling his local products at a less price, if the stock of his concern is bought by a Western packer, who takes over the marketing of that same product, marketing it through his branch houses in the South, doesn't that eliminate competition between this particular Western buyer who has bought the stock of the Southern packer and the Southern packer whose stock is so bought?

A. I don't see there is any question about it. It undoubtedly would.

Mr. Taylor: That is all.

Redirect Examination by Mr. Horton.

Q. Mr. Putnam, I will ask you if it is not a fact that, according to economic laws and according to the way business is conducted the world over, if any packer, Northern or Southern is not trying to sell his meat for all he can get

2034 for it?

A. Absolutely.

Mr. Taylor: I object to that, Mr. Examiner. Might as well ask him what human nature is.

Examiner Sadler: The objection will be noted.

By Mr. Horton: Q. As I understand your testimony, the Southern Packer, or the Northern packer—better say for this

question that it is the Southern packer—is trying to sell his meat for all he can get for it?

A. Yes sir.

Q. And what he realizes for it will depend upon what he can bid for the raw material?

A. What he realizes on it virtually determines the amount he can bid for the live animals.

Mr. Horton: That is all.

Examiner Sadler: The witness will be excused.

(Witness Excused).

F. A. HUNTER was thereupon called as a witness, and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. State your name, please?

A. F. A. Hunter.

Q. Where do you live, Mr. Hunter?

2035 A. I live in St. Louis, Missouri.

Q. What is your business?

A. I am General Manager of Swift & Company at National Stock Yards, Illinois.

Q. That is National Stock Yards just outside of East St. Louis?

A. Yes.

Q. And how long have you been manager of that plant of Swift & Company?

A. For thirteen years.

Q. And how long have you been in the packing business?

A. Twenty-four years.

Q. Did you have anything to do with the purchase of the Andalusia Packing Plant of the Andalusia Packing Company, and the Moultrie Plant of the Moultrie Packing Company, when those plants were purchased by Swift & Company?

Mr. Taylor: Just a moment. Do you refer to the purchase of the stock, Mr. Horton?

Mr. Horton: Let the witness answer in his own way.

Mr. Taylor: Yes, but there were two separate transactions. I think it ought to appear what the witness is testifying to. The stock of each was bought by Swift & Company, and subsequently the properties of each corporation were conveyed to Swift & Company.

By Mr. Horton: Q. How do you understand the question, Mr. Hunter?

2036 A. You asked if I had anything to do with the purchase of either of those properties?

Q. Yes.

A. I did.

Q. Now explain your connection with that purchase from the beginning?

Mr. Taylor: Well, now I will ask again what you mean by that purchase?

Mr. Horton: I am referring to the purchase of the stock, Mr. Taylor, and the witness understands that, and I think you understand it.

Mr. Taylor: I don't think it appears clearly on the record.

Mr. Horton: We will make it clear, to save all arguments, that I am referring to the purchase of the stock.

Mr. Taylor: Thank you.

A. I made, I think, three trips to the south, investigating the development of the livestock industry in the South. Those trips were about a year apart. The first one, I think, was in about 1915, and the second in 1916, and the third in 1917.

By Mr. Horton: Q. Now, what conclusion did you come to after your 1915 trip?

A. I felt that the production of livestock was not sufficiently great to warrant a packing plant in the South.

2037 Q. That was the purpose of your trip, was it, to determine whether or not there was enough livestock down there—

A. Yes.

Q. To do what?

A. To support a plant.

Q. Swift & Company were contemplating building a plant down there, was that the idea?

Mr. Taylor: I object to the form of the question, Mr. Examiner.

Examiner Sadler: The objection will be noted.

By Mr. Horton: Q. Well, what was the idea, Mr. Hunter?

A. The idea was to keep in touch with the development of the South in livestock, and if there was sufficient livestock I was to report it with a view to building something in the South, to get into the business down there.

Q. And what was the conclusion you reached after your 1915 trip?

A. That there was not sufficient livestock to warrant a plant.

Q. And what was the conclusion reached after your 1916 trip?

A. The same.

Q. Then what was the conclusion reached after your 1917 trip?

A. Well, during this period the boll-weevil had infested the section south of the river, and a great many farm-
2038 ers on the advice of, I think, the Department of Agriculture and others had gone into livestock raising, with a view of providing some sort of a "money-crop" as they term it down there, to take the place of cotton; and I understand that by not planting cotton for a season or two it was reasoned that the boll-weevil would become extinct in those sections. I think a great many farmers took that advice and went into livestock raising on a little broader scale. With that tendency I was somewhat in doubt even then as to whether there was sufficient livestock to support a plant, and we had some talk of it in the Chicago office, and Mr. Swift came down South to meet me down there and we went into the matter more carefully on the ground, and it still looked as if it was rather a doubtful matter. I might say that geographically and from a transportation viewpoint we rather favored Montgomery, Alabama as the most likely promising place for a plant, but Mr. Swift came there and we were a little afraid of it.

Mr. Taylor: Now, Mr. Examiner, up to the point where the witness said he was somewhat in doubt as to whether there was sufficient livestock to justify building a plant, I move to strike out the answer as not responsive, up to that point, but not after.

Examiner Sadler: The motion to strike will be noted.

By Mr. Horton: Q. Now, who was with you down
2039 there, Mr. Hunter, down South, at the time you refer to?

A. Mr. Carr.

Q. And when was it?

A. It was early in 1917; maybe the spring of 1917, somewhere around there.

Q. Did you and Mr. Carr survey the Southern field at that time?

A. Well, yes; not so completely as I had previously, but we were at a few points.

Q. And what conclusion did you reach at that time with reference to building a plant?

A. That we not build.

Q. I will ask you if when Mr. Swift came down and went into the matter further, whether or not you decided to build one at Montgomery at that time?

A. We decided that we would not.

Q. And then what took place?

Mr. Taylor: Mr. Examiner, I wish to object to all this as irrelevant to the issues.

Examiner Sadler: The objection will be noted.

A. We decided, or, rather, talked of what would be the next best thing to do. What really developed was this, that the South should be offered a stabilized market for their products. A great many people that I interviewed said "What is the use to raise this livestock? We haven't
2040 any place to put it." And we figured if we could get in there on a reasonable investment, that we might work with the stock interests of the South toward developing a better class of livestock, and at the same time to furnish them an outlet that they could depend upon. They wanted some assurance that there would be a market if they got out of cotton and got into the livestock.

By Mr. Horton: Q. Now, did you have a talk with Mr. Swift before you went down there each time; you went under his instructions?

A. Yes, I went under his instructions, yes sir.

Q. Referring to 1917, what was the general situation in regard to the packing industry at that time?

A. That was right during the war period and we naturally were trying to produce everything we could for war purposes, and were very much interested in developing a broader production of livestock.

Q. And I will ask whether you—and by "you" I mean Swift & Company—were not urged to do that by the United States Food Administration?

Mr. Taylor: I object to that.

Examiner Sadler: The objection will be noted.

A. We were.

By Mr. Horton: Q. Now I will ask you whether or
2041 not it is a fact that you and Mr. Carr selected as a logical place for a packing plant—or, selected Montgomery, Alabama, as being the logical place for a packing plant if one was to be established in that section?

A. We did.

Q. Now, did you have a conversation with Mr. Swift down there prior to the time you bought the Moultrie plant and the Andalusia plant?

A. Yes sir.

Q. And he was there in person and met you folks?

A. Yes sir.

Q. And whether or not you and he had any conversation with regard to building a plant at Montgomery?

A. We did.

Q. And what was that conversation?

A. It was to the effect that there was not enough livestock to support another plant, and Mr. Swift said that he didn't want to get into any position of building a plan and taking away the volume from others, that there would not be enough for anybody. In other words he felt the best way out of it—

Mr. Taylor: Now, Mr. Examiner, I object to what Mr. Swift thought, and I also object to these conversations.

By Mr. Horton: Q. Go ahead, Mr. Hunter. Please give the substance of the conversation; give the exact words 2042 if you can remember them; if you can't, give the substance.

A. Our final conclusion was that we had better buy something that was there, instead of building.

Q. And why?

Mr. Taylor: Now, I object, first, to the conclusion; second, on the ground on which the conclusion is reached. It is incompetent, and irrelevant to the issues in this case. What difference does it make, Mr. Examiner, why this respondent bought the stock of a competitor and eliminated the competition?

Examiner Sadler: The objection will be noted.

A. Well, we wanted everybody to feel all right about the matter; and we thought if an extra plant were built there it would reduce the available volume for each plant to such an extent that it would not be profitable for anybody.

By Mr. Horton: Q. Did Mr. Swift say anything to you about that?

A. He did.

Q. What did he say?

Mr. Taylor: That is objected to.

A. He said that he didn't want to do anything that would interfere with any established business.

By Mr. Horton: Q. And what established business did you have in mind?

A. Those plants that were operating there in differ-
2043 ent States.

Q. Then what did you decide to do?

Mr. Taylor: I object to this also as wholly irrelevant and incompetent. It has been shown in this record over and over again what they did.

Examiner Sadler: The objection will be noted.

A. We decided to see what we could do toward buying what was there.

By Mr. Horton: Q. Now, you and Mr. Swift talked this entire thing over, and did you have the handling of it with him?

A. Yes sir.

Q. Now, why did Swift & Company buy the capital stock of these two companies, that is, the Moultrie and the Andalusia?

Mr. Taylor: I object to this, Mr. Examiner, as wholly irrelevant and also as incompetent.

Examiner Sadler: The objection will be noted.

A. We wanted the proposition in such shape that each stockholder would get the same amount and we made the proposition if they could get their stockholders together and agree to a certain amount that they all would realize the same and be satisfied.

By Mr. Horton: Q. Did you ever hear of anybody being dissatisfied with it?

Mr. Taylor: That is objected to as immaterial.

2044 Examiner Sadler: The objection will be noted.

A. I did not.

By Mr. Horton: Q. Did you and Mr. Swift, or anybody in connection with the company know anything about Section 7 of the Clayton Act at that time?

Mr. Taylor: That is also objected to.

Examiner Sadler: The objection will be noted.

A. I did not.

By Mr. Horton: Q. Was that mentioned in any way?

A. It was not.

Q. Do you feel that it would have been mentioned had anybody known about it at that time?

A. Sure it would.

Mr. Taylor: Mr. Examiner, I would like to ask if counsel intends to contend seriously here that ignorance on the part

of Mr. Hunter of Section 7 of the Clayton Law is a defense to this case.

By Mr. Horton: Q. Do you know Mr. Vereen, who was president of the Moultrie Packing Company?

A. I do.

Q. Did you ever meet him?

A. I did.

2045 Q. Where?

A. I met him at Moultrie and I met him at Atlanta, Georgia.

Q. Referring to the meeting at Atlanta, was that before you had conducted any negotiations with him for the purchase of the plant?

A. Yes, it was three or four months before.

Q. And did you have a conversation with him at that time?

A. Yes.

Q. And what did he say, if anything, with regard to selling his plant, or otherwise?

A. Well, he said that his health was a little bad and he was very busy on other matters and that he would like to be relieved of the active management of the Moultrie business, but that he had been required to give his personal endorsement to so much of the paper of the Moultrie Packing Company that he felt that he must give attention to it to protect that endorsement, and that it had grown into a much greater obligation than he had ever thought at the time he subscribed for the amount of stock that he subscribed, and that if he could sell at a reasonable figure he would like to do it.

Q. And was that before you had any negotiations with him regarding the purchase of the plant?

A. Yes, sir.

Mr. Taylor: Now, I object to this and move to strike out all this conversation with Mr. Vereen as wholly irrele-
2046 vant to the issues in this case, and wholly incompetent. Furthermore, it is cumulative.

Examiner Sadler: The objection and motion to strike will be noted.

Mr. Horton: Take the witness.

Cross-Examination by Mr. Taylor.

Q. Mr. Hunter, did I understand you correctly that when you made this first trip in 1915, you came to the conclusion

that there were not sufficient number of hogs being raised in Georgia and Alabama to support a packing plant?

A. I did.

Q. Not enough being raised to support a single plant?

A. That is the way I felt about it, yes.

Q. And in 1916 you were still of the same opinion?

A. I was.

Q. Now when you went down there in 1917 did you recommend the purchase of both the Andalusia and the Moultrie plants?

A. Not at that time, no.

Q. Did you ever recommend the purchase of those two plants?

A. I recommended the purchase of the Moultrie plant at that time.

Q. When was this?

A. Early in 1917, at this visit I speak of.

Mr. Taylor: That is all.

2047 Examiner Sadler: Any re-direct?

Redirect Examination by Mr. Horton.

Q. What was the motive that actuated you to interest you in that section of the country? By "You" I mean Swift & Company.

Mr. Taylor: I object to that.

By Mr. Horton: Q. (Continuing): So far as facts have come to your knowledge?

Mr. Taylor: I object to that as wholly immaterial and also as incompetent.

Examiner Sadler: The objection will be noted.

A. By hearing so much of the South turning their attention to live stock raising.

By Mr. Horton: Q. And can you develop that idea just a little more fully, please?

A. Through the press, and the Chamber of Commerce of various sections of the South were almost continuously sending us literature referring to the great development in the South and asking us to look into it and really provide a market.

Q. Now, you speak of development in the South. What development do you have reference to?

A. Development of the livestock in the South.

Q. And by that do you mean the raising of more livestock?

A. The raising of more livestock. The cotton acre-
2048 age was being abandoned on account of the boll weevil and the South was in pretty bad shape on that account, and quite a propaganda was started locally and from Washington to make them more nearly self-supporting on their food products. They have had advice from the Agricultural Department to grow less cotton and more food, and that was the slogan of most all the Chambers of Commerce throughout the South. The matter was brought to our attention from that source.

Q. And why would it be advantageous to you to have a packing plant in the South?

A. Well, of course, we want to expand in business and it is of course economically proper to provide slaughtering facilities as near the source of livestock production as is practicable. That has been the history of all livestock development, that when it does develop in sufficient numbers to warrant a packing plant, a packing plant usually locates rather convenient to the source. There was a time when Chicago was about the farthest packing house West, and as the country developed they went to the Missouri River, and as it further developed they went on west to such points as Wichita, Denver, Ogden, and such as that. That has been the history of development of livestock, that the packing centers followed closely the origin of the livestock.

Q. Then after the packing house is established, does that aid in the further development?

2049 A. There is no doubt about it.

Q. Well, are we to infer from your testimony then that you consider the South was in the same position in 1917 that Chicago was in the early part of the agricultural development on this country?

Mr. Taylor: I object to the form of the question, Mr. Examiner.

Examiner Sadler: The objection will be noted. I will ask the attorney for the Respondent not to lead the witness.

By Mr. Horton: Q. I wish you would develop that idea a little further, please, Mr. Hunter?

A. Any agricultural product must have a stabilized market that is reasonably near, in order that transportation charges won't entirely cut the net returns to the producer. It is equally true in grain. The grain markets have grown

just as the livestock markets have grown. You ship livestock long distances, and the mortality through long trips on the road is high, and in addition to that the shrinkage of the live animal is very great; it not only shrinks in weight but shrinks in quality; and it is decidedly to the advantage of the producer to have a market as near at hand as possible. Now, in order to make development profitable we have to have a market, and you can have a market just as soon as development reaches a point that it will sustain, in our
2050 case, a packing house. We felt that the South had reached that point, and it was our duty, really, to lend this assistance to them, especially in view of the fact that the Government was clamoring for greater production. Does that seem to answer the question?

Q. Now, when did you consider the time had arrived—

Mr. Taylor: Now, Mr. Examiner, I wish to object just at this stage to this question that is being formulated by counsel, as very apparently leading.

By Mr. Horton: Q. When did you consider the time had arrived when the South would support a packing house?

Examiner Sadler: The objection will be noted.

The Witness: Will you read that question, please?

(Question read as above recorded.)

By Mr. Horton: Q. (Continuing): I mean, what year do you fix as the time when that was reached?

A. 1917.

Q. And just what do you mean by a packing house, Mr. Hunter? What is your conception of a packing house, considered in this respect?

A. A packing house, as I conceive one, is one that can be built large enough to provide proper facilities for slaughtering and refrigerating, and taking care of the numerous
2051 by-products from the animals. About the distinction between packing house and a slaughter house is that a packing house has facilities that are sufficiently sanitary to get the approval of the Department of Agriculture, and with that approval you may have inspection that will allow you to ship products into States. And it must also be provided with facilities for utilizing the various by-products which a smaller plant does not and cannot have. There must be a real volume of livestock to make it worth while or profitable to recover the by-products.

Q. And whether or not that volume must be constant all the year around?

A. It had to be fairly, constant and come in fairly even flow, to make the operation profitable, keep the expenses within reason.

Mr. Horton: That is all.

Recross Examination by Mr. Taylor.

Q. Mr. Hunter, Swift & Company has a branch house at Atlanta, has it not?

A. A branch house?

Q. Yes.

A. Yes, sir.

Q. Had it there for a number of years?

A. Yes, sir.

2052 Q. About how long?

A. Well, twenty years, to my knowledge.

Q. It has a branch house over at Birmingham, hasn't it?

A. Yes sir.

Q. Had it there for a number of years?

A. Yes sir.

Q. About how long?

A. Well, twenty years that I know of.

Q. It has a branch house at Pensacola, hasn't it?

A. Yes sir.

Q. And how long has that branch house been there?

A. Well, fifteen or twenty years.

Q. It has a branch house at Jacksonville, Florida, hasn't it?

A. Yes, sir.

Q. And how long has that branch house been there?

A. Twenty years that I know of.

Q. Now then these branch houses have all been selling pork products from the West, have they not, during all this period?

A. They have.

Q. And beginning along about 1915 and culminating about 1917 they found that there was a great amount of this Southern pork being sold in their respective markets, did they not?

A. I wouldn't say a great amount, no.

Q. Well, there was this Southern pork being sold?

A. Some, yes.

2053 Q. And it was being sold in increased quantities, wasn't it?

A. It was.

Q. And you found it was being sold for less than you were selling your Western pork?

A. I don't know that is true.

Q. It was being sold at the same price you sold your Western pork?

A. I don't know about the price.

Q. You don't know?

A. No.

Q. And in the course of your investigation in these Southern States, did you not ascertain at what price this southern pork was being sold?

A. No, I did not.

Q. Didn't look into that at all?

A. I did not.

Q. So far as you know now it was bringing the same price as the western pork was right there?

A. I made no investigation of that at all.

Q. So far as you know now it was bringing the same price as the western pork was in that market?

A. I don't know about the price. I made no investigation as to the price.

Q. To the best of your knowledge it may have been
2054 bringing the same price right then that the western pork was?

A. It may have been bringing a premium; I don't know anything about the price.

Q. Now, as a matter of fact, weren't your branch houses buying and selling this same pork, this same southern pork, from these southern packing houses?

A. Well, I really don't know; it is likely they were, in small quantities.

Q. Now, before you bought this stock of these packing houses, didn't you make tests, killing tests of the local hogs and the local cattle?

A. No.

Q. Made no tests at all?

A. I didn't.

Q. You didn't ship any up here to Chicago and kill it and make tests?

A. Before we bought this?

Q. Yes, before you bought the stock?

A. Well, now, I think we made purchases from several of those plants, but not with a view of making tests. We knew what the stuff was.

Q. You knew what it was?
A. Oh yes.
Q. And you didn't know what price it was selling at?
A. To the trade in the South?
2055 Q. Yes.
A. No, I didn't investigate that.
Q. Did anybody make that investigation for Swift & Company?
A. I think not.
Q. Do you know Mr. Lavery?
A. Very well.
Q. And who is Mr. Lavery?
A. Mr. Lavery is what we call a general man.
Q. And what does a general man do? What are his duties?
A. A general man has supervision over branch houses in a certain district.
Q. Now, do you know what investigations Mr. Lavery made, if any?
A. I do not.
Mr. Taylor: That is all.
Mr. Horton: That is all. Mr. Hunter.
Examiner Sadler: The witness will be excused.
(Witness excused.)
Mr. Horton: I now wish to offer in evidence the United States Department of Agriculture "Service and Regulatory Announcements" of the Bureau of Animal Industry of said department, numbered 129, 141, 153 and 165, respectively. The purpose of this offer is to show the animals slaughtered under Federal inspection during the years 1916, 1917, 1918, 1919, and 1920; and I am only offering the pertinent
2056 parts thereto. In Number 129 it is found on page 5; in Number 141 it is found on Page 2; in Number 153 it is found on Page 4; and in Number 165 it is found on Page 3. The said exhibits are certified to under the seal of the United States Department of Agriculture.
Mr. Taylor: I object to it as immaterial to the issues in this case.
Examiner Sadler: The objection will be noted and the summaries described in the purpose of the offer will be received as evidence and marked "Respondent's Exhibit 32."
(The paper was received in evidence and marked "Respondent's Exhibit Number 32.")
Mr. Horton: I now offer in evidence the "Monthly Crop

Reporter" issued by the United States Department of Agriculture, for the month of October, 1919, which is certified to by the Department of Agriculture under the seal of the said department. The purpose of this offer is to prove the number of pounds of meat consumed per capita in different sections of the United States, and the information is found upon Page 105 under an article entitled "Sectional Meat Consumption in the United States." I offer the entire article including the statistics.

Mr. Taylor: I would like to ask counsel if what he means to offer is only the portion in the left hand column on
Page 105 appearing under the heading "Sectional Meat
2057 Consumption in the United States" which constitutes about four-fifths of the column.

Mr. Horton: That is right.

Mr. Taylor: Mr. Examiner, I object to the exhibit as incompetent, being a mere estimate based on information gathered from various sources unknown to counsel here, and through various media; no one is subject to cross examination as to the correctness of the figures; I also object to it more particularlly on the ground it is wholly irrelevant to the issues of the case.

Examiner Sadler: The objection may be noted and the summary described by the attorney for the respondent will be received and marked "Respondent's Exhibit Number 33."

(The paper was received in evidence and marked Respondent's Exhibit Number 33.)

Mr. Horton: I now offer in evidence a bulletin issued by the Department of Commerce, Bureau of Census, entitled "Number of Inhabitants by Counties and Minor Civil Divisions" for the State of Georgia, which is issued by the Bureau of Census and certified to under its seal, and gives the census for counties and minor civil divisions for the years 1920, 1910 and 1900. I am offering the entire bulletin for as much as it may be determined or agreed upon by counsel is relevant to the issues in this case, if we can agree; if we
can't agree then I offer the entire exhibit. I offer the
2058 same document in exactly the same way for the States of Alabama and Florida and suggest that they be marked Respondent's Exhibits 34-A, B, and C; A being Georgia, B being Alabama, and C being Florida.

Mr. Taylor: Mr. Examiner, I object to the three exhibits as being incompetent, irrelevant and immaterial, and at the time of making this objection desire to call attention to the

fact there are a number of cancellations, additions and alterations in the various figures and data occurring in red ink in all three of the bulletins, and in some instances in pencil mark.

Examiner Sadler: The objection will be noted and the pamphlets will be received, subject to the objection, and marked "Respondent's Exhibits 34-A, 34-B and 34-C," respectively.

(Papers were received in evidence and marked Respondent's Exhibits 34-A, and 34-B and 34-C.)

Mr. Horton: I now offer in evidence a photostat copy of a compilation made from the records on file in the Bureau of Markets at the United States Department of Agriculture, of statistics collected by the department relative to the receipt, shipment and slaughter of livestock at public stock yards in the United States, in the years 1915, 1916, 1917, 1918, 1919 and 1920. The said photostat copy is certified to be true and correct under the seal of the Department
2059 of Agriculture of the United States.

Mr. Taylor: I object to the exhibit as incompetent, irrelevant and immaterial.

Examiner Sadler: The objection will be noted and the pamphlet will be received and marked "Respondent's Exhibit 35."

(The paper was received in evidence and marked Respondent's Exhibit 35.)

Examiner Sadler: Adjourn until ten o'clock tomorrow morning.

(Whereupon, at 5 P. M. the hearing was adjourned to the following day, September 8th, 1921 at 10 A. M.)

2060 Docket 453

Chicago, Illinois, Sept. 8, 1921

Met pursuant to adjournment, 10:00 A. M.

Before:

C. T. Sadler, Examiner

Present:

Parties as before.

Examiner Sadler: The hearing will come to order. At the request of counsel for respondent the hearing will be adjourned until two o'clock this afternoon.

(Whereupon at 10:15 A. M. the hearing was adjourned to 2 P. M. of the same day, September 8th, 1921.)

2061 Docket 453.

Chicago, Illinois, Sept. 8, 1921.

Met pursuant to adjournment, 2 P. M.

Before:

C. T. Sadler, Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

JOHN M. CHAPLIN was thereupon called as a witness, and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. State your name, please?
A. John M. Chaplin.
Q. You are the same Mr. Chaplin who testified in this case before?
A. Yes, sir.
Q. And I believe at that time you testified you were the head of the plant accounting department of Swift & Company?
A. Yes sir.
Q. And for how long have you had that position, Mr. Chaplin, please?
A. More than twenty years.
Q. Now, Mr. Chaplin, have you any records which will show concisely the number of animals slaughtered by
2062 Swift & Company for the years 1917, 1918, 1919, and 1920?
A. Yes sir.
Q. What records are those, please?
A. This is our yearly statistics.
Q. And are those part of your permanent records?
A. Yes sir.
Q. And are they made in the usual and ordinary course of business?
A. Yes sir, made every year.
Q. And when were the entries in there made with reference to the time which they purport to show on their face?

A. Thy were made immediately at the close of the fiscal years specified, within six weeks or so after the close of the year.

Q. And were they made in your department under your supervision and control?

A. Yes sir.

Q. They are in bound form; are they part of your permanent records?

A. Yes sir.

Q. Now, have you prepared an exhibit showing the number of animals slaughtered by Swift & Company for the years mentioned?

A. Yes, sir.

Q. And is that exhibit prepared from records which
2063 you have before you?

A. Yes, sir.

Mr. Horton: I now offer in evidence the four volumes which Mr. Chaplin has before him, for the purpose of proving the number of animals slaughtered by Swift & Company for the years in question, and ask leave to withdraw the records and present the exhibits. Let it be understood that I am only offering that part of the book which is relevant and that part appears upon Page Number 1 in the pamphlet for 1917, on Page Number 9 on the pamphlet for 1918, on Page Number 9 in the pamphlet for 1919, on Page 9 in the pamphlet for 1920. No other part of the book is offered. In order that the pages referred to may be identified, I ask that they be marked for identification; that is to say, Page 1 of the pamphlet for the year 1917 be marked B-30; Page 9 for the year 1918 be marked B-31; Page 9 for the year 1919 be marked B-32; Page 9 for the year 1920 be marked B-33.

Mr. Taylor: I object to the exhibits as irrelevant to the issues in this case. They are objected to as incompetent; no proper foundation laid.

Examiner Sadler: The objection will be noted and the pamphlets will be received and marked "Respondent's Exhibits B-30, B-31, B-32, and B-33" for identification, with permission to withdraw the originals and substitute an exhibit therefor, which will be marked "Respondent's Exhibit 36."

2064 Mr. Taylor: Is it my understanding, Mr. Examiner, that the originals are not offered and received in evidence, and copies of the portions thereof claimed to be relevant substituted therefor?

Examiner Sadler: My understanding is that the originals were offered and they were received. Mr. Horton stated that he didn't wish the originals to become a part of the record and he made an exhibit of the material parts.

Mr. Taylor: Then we have the anomalous condition of the originals being in evidence and not being marked as exhibits but merely being marked for identification. I have no objection to their being marked in such a way as Mr. Horton desires them to be marked, but I simply want to call attention to the fact that this method is anomalous.

(The paper was received in evidence and marked Respondent's Exhibit 36.)

By Mr. Horton: Q. Mr. Chaplin, these figures which are represented by "Respondent's Exhibit Number 36" are what?

A. They are a compilation made from our Departmental ledgers of all of our plants showing the number of animals slaughtered for the fiscal years mentioned.

Q. And what geographical territory is embraced by the plants mentioned?

A. The entire United States.

2065 Mr. Horton: That is all.

Cross-Examination by Mr. Taylor.

Q. Where are those animals slaughtered, Mr. Chaplin?

A. At our slaughtering plants in the United States. Do you want me to name the plants?

Q. If you please.

A. Our plants at Chicago; G. H. Hammond & Company, Chicago; Omaha Packing Company, Chicago; Plankington Packing Company, Milwaukee; our plants at Kansas City, South Omaha, South St. Joseph, East St. Louis, St. Louis, South St. Paul, Fort Worth, Denver, Sioux City, New York East Side; Harrison, New Jersey; United States Dressed Meat Company, New York; Sturdevant & Haley Company, Boston; Jersey City; VanWagenan & Schickhaus Company, Newark, New Jersey; Harrisburg, Pennsylvania; Cleveland, Ohio; Moultrie, Georgia; Andalusia, Alabama; North Portland, Oregon; Harrington plant, New York.

Q. How long have those plants been owned and operated by Swift & Company?

A. Our Chicago plant has been operated since the company started. The G. H. Hammond Company plant, the Omaha

Packing Company plant, the Plankington Packing Company, Milwaukee, our St. Louis plants, our Denver plant, United Dressed Meat Company, New York, Sturdevant & Haley Company, Boston, were acquired in the dissolution of
2066 the National Packing Company which took place, I think, in 1912 or 1913. The Kansas City plant, South Omaha, South St. Joseph, Fort Worth, East Side New York, Harrison, New Jersey, were built by Swift & Company and operated since the time they were built. They have been operated a great many years; I don't know exactly how many.

Q. Would you say ten years?

A. Ten years or more.

Q. Each of them?

A. Yes sir. That is also true of the South St. Paul plant, of the Jersey City Plant, Harrisburg, Cleveland, they have all been operated for more than ten years under Swift & Company's name. The plants at Moultrie and Andalusia were acquired some time in 1917. The North Portland plant was acquired two or three years ago.

Q. What is the first year which you have figures for of the Portland plant?

A. We have them here for 1919.

Q. That is the first?

A. Yes sir, it is the first. The Harrington plant was acquired in the last two or three years; I don't know exactly when.

Q. What plant is that?

A. Harrington in New York.

Q. Have you figures showing the slaughter in that plant for 1917?

2067 A. No, our statistics for 1917 do not show the Harrington plant.

Q. What is the first year for which you have any report of slaughter for the Harrington plant?

A. 1919 is the first year.

Q. Now, Mr. Chaplin, in making up this compilation which has been offered in evidence, will you please describe the process by which you obtained the figures? Are these figures from the respective plants showing the slaughter, forwarded from the respective plants to Swift & Company, and then in the course of business here come to you and by you incorporated into this compilation?

A. Yes sir. They send us a copy of their departmental

ledger with a summary of the month's business attached to it and that shows these statistics.

Q. Now what do you do with this copy of the departmental ledger? What is the first step that is taken?

A. We place it in the binder and make compilations of it of different department's results and comparative statement of the plant results and volume of business, for the information of the men that look after that in this office. Then they send us also a cumulative report each month, summary of volume and result, which cumulates the statistics of slaughtering, and at the end of the year that cumulative statement shows the total volume and the total slaughtering of
2068 each plant. We take the figures from each plant and put them all together on one sheet of paper.

Q. And then you take the report of the total slaughter from each of these plants, insert them on this page which is marked for identification in each case, and add up the totals, and the totals are what are now shown in the sheet which appears here as Exhibit Number 36, is that correct?

A. That is correct.

Q. And that is your method of arriving at that Exhibit 36, is it?

A. Yes, sir.

Mr. Taylor: Now, Mr. Examiner, in addition to my objection to these exhibits as incompetent I wish to move to strike them out for the reason that they are shown to be wholly incompetent and not the best evidence.

Examiner Sadler: The motion to strike will be noted.

Mr. Taylor: That is all.

Examiner Sadler: The witness will be excused.

(Witness Excused).

Mr. Horton: I now offer in evidence a pamphlet from the United States Department of Agriculture, Bureau of Animal Industry, compiled by John Roberts of the Editorial Office of the said department and bureau, entitled "Meat Production, Consumption, and Foreign Trade in United States, 1907-1920". This pamphlet has not been certified to
2069 under the seal of the department, but I understand that the attorney for the Commission waives that formality.

Mr. Taylor: I shall make no objection on that ground, Mr. Horton.

Mr. Horton: The part of the pamphlet that I am offering is contained on Page 2 and gives the statistics of animals slaughtered annually under Federal inspection and esti-

mated number slaughtered otherwise, (including farm) in the United States. Inasmuch as this is the only pamphlet that we have, I would like to retain it and I have had a copy made of the page in question, and offer the copy instead, if there is no objection. It has been checked and found to be correct.

Mr. Taylor: Mr. Examiner, without objecting to the pamphlet on the ground that it has not been certified, and not objecting to the copy in lieu of the portion of the pamphlet offered, yet I do object to the exhibit on the ground that it is incompetent; no proper foundation has been laid for its admission; no information is before the Commission as to the method of obtaining the data set forth in the compilation; no opportunity for cross-examination of the parties who have secured this information apparently from various sources is afforded. Furthermore I object to it as irrelevant to the issues in this case.

Examiner Sadler: The objection will be noted and the pamphlet will be received, subject to the objection, and
2070 marked "Respondent's Exhibit 37", with permission to withdraw the pamphlet and substitute a copy of the relevant part thereof, which will be marked "Respondent's Exhibit 37".

(The paper was received in evidence and marked Respondent's Exhibit 37.)

Mr. Taylor: Mr. Examiner, do I understand your ruling to be that any portion of the pamphlet is relevant?

Examiner Sadler: No, I didn't say any portion, I said the relevant parts.

Mr. Taylor: But I am objecting to the portion as not relevant.

Examiner Sadler: Well, Mr. Horton is taking a certain page here and wants to introduce that page.

Mr. Taylor: Yes I understand that, but I understood you to say that the relevant portion of it will be received. I wanted to know whether that constituted a ruling that any portion of it was relevant?

Examiner Sadler: No, I am not ruling on the relevancy of the exhibit.

Mr. Horton: It is understood, Mr. Taylor, that for the purpose of the exhibit it has the same force and effect as though it had the seal of the Department of Agriculture upon it?

Mr. Taylor: Yes, I make no objection on the ground that it has not the seal and certificate of the Department.

Examiner Sadler: Adjourn until 2 P. M. tomorrow.

2071 (Whereupon, at 3:30 P. M. the hearing was adjourned to the following day, September 9, 1921, at 2 P. M.)

2072 Docket 453.

Chicago, September 9, 1921.

Met pursuant to adjournment, 2 P. M.

Before:

C. T. Sadler, Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

Mr. Horton: I now offer in evidence the books previously identified by the witness Thompson and marked B-22 and B-23; and also the books identified by the witness Williamson and marked B-27, B-28 and B-29, these being the same books that were also identified by the witness Davis.

Mr. Taylor: All by Davis?

Mr. Horton: Yes, they were all identified by Davis, as I remember.

Examiner Sadler: Any objection?

Mr. Taylor: No objection.

Examiner Sadler: The books will be received and marked Respondent's Exhibits 38, 39, 40, 41, and 42, respectively.

(The books were received in evidence and marked Respondent's Exhibits Nos. 38, 39, 40, 41 and 42.)

2073 GEORGE D. ROGERS was thereupon called as a witness, and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. State your name, please?
A. George D. Rogers.
Q. Where do you live, Mr. Rogers?
A. 445 82nd Street, Brooklyn, New York.
Q. What is your business?

A. Provision Manager for Swift & Company, Jersey City.
Q. And how long have you been so employed?
A. Since February, 1920.
Q. What was your business before that?
A. Manager of the Buffalo Hog Killing Plant, from August to October prior to that—
Q. August what year?
A. The August—well, October, 1919, to February, 1920, when I went to Jersey City.
Q. And what was your occupation before that?
A. With the exception of a lapse from August to October, which accounts for a vacation and some general work around the Chicago office, I was manager of the Andalusia Packing Company, later Swift & Company.
Q. When did you first go to Andalusia?
A. July, 1917, I think, July 12th.
2074 Q. How long did you remain there?
A. Until August, 1919.
Q. Now what was your employment before you went to Andalusia?
A. Department Manager, Chicago office.
Q. And how long have you worked for Swift & Company?
A. About 11 years.
Q. Now when you went down to Andalusia, did you have any conversation with any of the officers or directors of Swift & Company with reference to what your duties would be down there, what you would do when you got there?
A. Yes, I was called back from New York by Mr. G. F. Swift, Junior, and he outlined only in a general way what they had in mind; he told me at that time that they had under negotiation and prospect of buying the Andalusia Packing Company; that it was a local industry in Alabama, where they thought that diversified farming and stock raising would develop. He said "There is not any of us very well posted on the conditions."
Mr. Taylor: Now Mr. Examiner, I object to the conversations as incompetent and immaterial.
Examiner Sadler: The objection will be noted.
By Mr. Horton: Q. Proceed, please, Mr. Rogers?
A. He said that he had no instructions to give me;
2075 that I was to go down there and familiarize myself with general conditions of the market, merchandising, and everything pertaining to the operation of the plant as the local people were conducting it; we were to make no rad-

ical changes and I was to use the best judgment I could in the buying of the livestock on the market and the selling of our products; and that is the only instructions I had when I went to Andalusia.

Q. Did you proceed to follow out that policy, or otherwise?

A. Yes sir, I did, to the best of my knowledge and belief.

Q. Now, when you say that diversified farming and stock raising would develop, just what do you mean by that?

Mr. Taylor: That is objected to as immaterial.

Examiner Sadler: The objection will be noted.

By Mr. Horton: Q. You said you thought it would develop. What do you mean by that?

A. Well, for instance, the government at that time, as I understand, was making experiments on different kinds of Southern feed and whether they could raise cheaper feed, so they could produce pork in that country economically to compete with Northern markets with the same class of products, and so on. Before they had gotten into the stock industry to any extent it was mostly cotton and large plantations. During the time of my stay in the South these plantations were owned generally by men in towns and they were

2076 splitting them up into smaller farms and they were trying to raise livestock on them; livestock to fertilize the ground so it would produce other products, and so forth, more like we were doing in the north. That is what I mean in a general way by diversified farming. The year before I went there they suffered quite a loss on cotton. History shows that every so often the farmers would lose practically all they had saved on the one crop proposition, and the leading men in the South were trying to change that so that the farms throughout that section would have some cattle, some hay, some grains, some velvet beans, some peanuts, and some cotton, so in case they had a bad crop on any one of them, that it would not entirely strap the country.

Q. You mean the cattle should also include hogs?

A. Yes, cattle, hogs, and other small stuff.

Mr. Taylor: Now, Mr. Examiner, that the witness has completed his answer to the question to which I objected, and shown how really irrelevant it is and incompetent it is, I move to strike it all out.

Examiner Sadler: The motion to strike will be noted.

By Mr. Horton: Q. Do you know D. L. Thompson, who

was formerly a salesman for the Andalusia Packing Company?

A. Yes; he was a salesman for them when I got there, and continued in my service for several months.

2077 Q. Now, Mr. Thompson has testified, in effect, that as soon as Swift & Company bought the plant and you arrived on the ground and got firmly established and got hold of things, that you raised the price of meat arbitrarily three cents a pound. Is that statement correct?

A. No sir, that is not; absolutely not.

Mr. Taylor: Now, Mr. Examiner, I wish to object to that as incompetent evidence. The record contains evidence of what was done in the way of raising prices, and I move to strike out the answer.

Examiner Sadler: The objection and motion to strike will be noted.

By Mr. Horton: Q. Have you examined Respondent's Exhibit No. 43 which is now before you?

A. Yes.

Q. I will ask you to refer to that, and also to these invoice books here, if necessary, and tell us just what actually happened, and whether or not there is any basis for Mr. Thompson's conclusion?

Mr. Taylor: Now, Mr. Examiner, I object to that, as wholly unnecessary. We have the record here; these invoices have been taken without objection; so that the Commission and the Court will have ample opportunity to make their own comparison and draw their own conclusions.

2078 It is not a matter which is necessary for the witness to interpret.

Examiner Sadler: The objection will be noted.

A. To begin with, when I got to Andalusia, we did not assume charge of that plant. I got there, say, July 12th, to be exact, and it was not until July 24th that Swift & Company came into possession of the plant. During that time neither I nor the man in charge of the accounting end, who later took charge of the accounting end, had any jurisdiction. All either one of us could do or did was to try and familiarize ourselves with their methods. Neither did the resident manager for the Andalusia Packing Company do any aggressive marketing of any kind; he didn't want to, during the time of the pending negotiations of buying that plant, adopt any radical policy or make any radical changes to help his condition of stocks, which I later found was quite a handicap to

us after we got in charge of the plant. Neither could I do anything during the first two weeks. I am stating all this because it will lead up to this supposed three cents advance which we didn't arbitrarily advance, and I can easily prove it by these sheets, which are known as Respondent's Exhibit No. 43.

Mr. Taylor: Now, Mr. Examiner, I move to strike out all this statement by the witness, as not responsive, as incompetent, and as irrelevant to the issues here.

Examiner Sadler: The motion to strike will be noted.

2079 By Mr. Horton: Q. Proceed, Mr. Rogers, please.

A. The first thing that we did on taking over the plant was to go through the plant; we found the plant, from our viewpoint, had a great deal of products that were too old. We knew nothing about the cures; we knew nothing about the age of the products; the records were not in such shape that you could tell the age of any individual lot, to any degree of certainty; and the lots in piling had become mixed. All during this two weeks the cost of hogs was advancing. On the first of August, about this time, we should normally come into our best selling season on smoked bacon, and on hams, but due to the nature of the product we had there, we didn't realize full market values for it. The management, during the time that the negotiations of taking the plant over were pending, was not following the market, with the result that these sheets show that they sold their smoked bacon, which is the side of the hog, first cured in dry salt, and then taken to the smoke house and shrunk, with additional labor and handling put on it, at practically the same price they sold their products without regard to what it was at a price. That price was not on the market. We had the sharpest kind of competition in that country all the time I was there, and I found by grading this product that it would bring more money, which accounts for the apparent ad-

2080 vance in price as shown by these sales of three cents a pound; but if you will look these sheets over a little more carefully you will find at lapses of about a week, sales at considerably under what we considered the market. That, gentlemen, is the rejects that we started throwing out of the products as we graded it, so as to make the product be sold nearer uniform and nearer in line with what our competitors were offering at the prices we were asking. I only had three outlets; that was Mr. Thompson, a salesman on our own payroll; and two salesmen of the Sessoms Grocery Company,

who sold our products in the towns that they made, selling the wholesale grocery products, and which they sold on a commission. Now, during the month of August, our hog costs advanced ten to fifteen per cent., as shown by Exhibits 28 and 29.

Mr. Taylor: Mr. Examiner, I wish to object to this statement of the advance of hog costs; it is not competent; the proper way to show that is by records.

Examiner Sadler: The objection will be noted.

Mr. Taylor: I wish to move to strike out the statement of the witness that the hog costs did advance.

Examiner Sadler: The motion to strike will be noted.

A. (Continuing) Hams, which should have advanced proportionately, as they represent 14 per cent. of the hogs, actually sold for less money at the end of August than they did when we took the plant over. Now, the reason for
2081 that was that the product was not what it ought to be from our standard. It was old cure; they had too much on hand; and before I could get out from under my stock, I appealed to Chicago to ask our branch house organizations throughout the South to help me move this product; that, in my judgment—that I thought the best thing we could do was to sell this product out as soon as we could and replace it with new cure, graded and cut our way and at our ages that we knew something about. During the month of August we made fresh pork sausages. The trimmings from those books cost us more money. Still, due to the competition that we were having in that country, we only advanced our sausage half a cent a pound, which was not near enough to let us out.

Mr. Taylor: Mr. Examiner, I object to all of this as wholly incompetent, and move to strike it out.

Examiner Sadler: The objection and motion to strike will be noted.

Mr. Taylor: This being all a voluntary statement by the witness, I have no opportunity to object to questions and therefore have no recourse except to move to strike out the statements after they are made.

By Mr. Horton: Q. Please proceed, Mr. Rogers, and finish your statement in your own way and your own words.

A. I don't know any other way to tell it except in
2082 my own way as I found the conditions there; and that is as I found them. Referring back again to Respondent's Exhibit 43, these actual sales and the way the products moved is the best evidence of what I have just told you.

Smoked clear bellies, or bacon, as it is called in that territory, is the best seller of all the cuts they had, and is the only product on which we could ask more money. We had no monopoly of the trade down there at any time; and I am convinced today that we were the low seller, which was brought about due to the lack of aggressiveness either on our part or on the part of the Andalusia people during the pending of the negotiations of the taking over of the plant; and is the only reason why it would be possible to get a little more for your products.

Q. I notice a little further on, or a little later in the season, Mr. Rogers, that you discontinued selling the clear bellies and started to sell rib bellies. Please tell us why that was?

A. I wanted to refresh my memory as to how long it took, and these sales sheets bear it out that it was about a month after we took over the plant. In other words, it took us about a month before we could get into the cellars and regrade all our products. We made the sales, say, the end of this week for shipment the first of next. We filled them, if they were sold at the market price, with the best of the products, throwing out as we went along, any pieces that we
2083 would consider objectionable. These pieces that we considered objectionable were thin bellies, just the hide and a small covering of fat and lean. They were thrown aside, and the salesmen told that we had whatever it was, half a dozen or fifty pieces, of those bellies graded out that we were willing they would sell for what they could get for them, say, two or three cents under the other grades. We received a good many complaints the first week or two I took charge, on our products not being anywhere near as good as our competitor's for the same money; and in grading the products we found the condition just as I have stated, that there was mixed in thin ones, thick ones, and real soft and oily bellies that should not have gone into even a second grade of dry salt belly. The hams—there is not the difference in hams that there is in bacon sides. You take bacon of any kind, dry salt, or sweet pickled, it is much more susceptible to age, due to the thinness of it; it will become much more salty in cure; it will turn yellow; all of these conditions we found in that product there; and it is one of the causes for the complaints which we checked up and found justified, and is our reason for going to the expense of grading the products so as to throw out all objectionable products, and sell it and place it to the best advantage at whatever it would bring,

which invariably went to some commissary. Now, hams represent about 14 per cent. of the hog.

2084 Q. That is, of the dressed weight of the hog?

A. Yes. Bellies, 14. Both of those products should have brought more money, but due to the cure and the age of the products we had to sacrifice the hams and the shoulders; and even with the advance that we asked after regrading these bellies we did not get the advance that the increased cost in hogs for the same period justified asking. We had, when I was there, all the big competitors from the North, such as Armour, Wilson, Morris, Independent, through brokers, besides all the local packers, the Birmingham Packing Company—

Mr. Taylor: Mr. Examiner, I wish to object to all this statement as to what other packers were in the market there, and move to strike out the statement so far as the witness has already made it.

Examiner Sadler: The objection and motion to strike will be noted.

A. (Continuing.) Alabama Packing Company, White Provision Company, Shipley Packing Company, Mobile Packing Company, and others.

By Mr. Horton: Q. I take it that the last part of your answer was a continuation of your statement, and not a reply to my last question about the rib bellies?

A. No, it was a continuation.

2085 Q. Now, I noticed the time comes when you discontinued selling clear bellies and sold rib bellies. Will you please explain why that was?

Mr. Taylor: I object to that, as having already been gone into very fully.

Examiner Sadler: The objection will be noted.

A. In the Fall we ran into a great many thin and poorly finished hogs, light weights, poor feed, with the result that when you cut those hogs the thickness of the bacon was not enough to make much of an edible piece of meat; so in order to cut more out of the hogs we left on those thin pieces the spare-ribs in them, what is known as the spare-ribs, which, of course, would carry considerable more meat on the belly.

By Mr. Horton: Q. And you wish us to understand by your answer that you discontinued making the clear bellies, and continued making the rib bellies?

A. On the light hogs, and only saved for the clear bellies those of more suitable thickness. We tried several experi-

ments of trying to get fancy bacon out of the hogs, but our percentage was very, very small; the quality of the hogs was not such that we could get a fancy piece of bacon or breakfast bacon out of them that we could sell in competition with Northern hard fed pork like our Premium belly.

Mr. Taylor: Now, Mr. Examiner, I wish to object to
2086 all of this answer for the additional reason that it is wholly irrelevant to the issues, and move to strike it out on that additional ground.

Examiner Sadler: The objection and motion to strike will be noted.

By Mr. Horton: Q. I notice on Respondent's Exhibit 43 that there is an occasional sale of what is under the head of "B. Bacon"; I presume that is "Breakfast Bacon?"

A. Yes, that is breakwast bacon, so called by the Andalusia Packing Company. It is dry cured. That is, what is known as a clear belly is cured in a sweet pickle brine, whereas this breakfast bacon is put in a box with a dry mixture on it and allowed to make its own pickle from the juices of the meat, which produces a firm piece of meat. They, as you will see from these sales, saved a few pieces which they had cured when we got there. It was for the better class of trade, both in Andalusia and in nearby towns which were buying Northern bacon, and we pursued the same policy of trying to save any that were suitable for this grade, although it was very small.

Q. That is, the quantity that was suitable for that grade was very small?

A. Yes.

Q. And did you at any time have any amount of that
2087 product on hand?

A. No, never had; never had any of that on hand; that would sell very readily.

Q. Now, what is the difference between the clear belly and the rib belly?

A. The clear belly is the side of the hog with the ham and shoulder off, and the rib out, whereas the rib belly is the same cut with the rib left in and so cured and smoked. It is purchased both dry salt and smoked, the difference in the price of the smoked representing the additional shrink in smoking the product and the additional labor.

Q. Now, to come back to Mr. Thompson's contention that you arbitrarily raised the price of meat three cents; I will

ask you if there was any item here except the bellies which were raised three cents?

A. No, no items at all.

Q. Now, as I understand your testimony, that raise was due to a change of the grade?

Mr. Taylor: Now, Mr. Examiner, I object—

By Mr. Horton: Q. (Continuing.) That is, you grading out the poor ones from the good one?

Mr. Taylor: I object to the form of the question.

By Mr. Horton: Q. Is that correct or not?

2088 A. Yes, that is correct.

Mr. Taylor: I object to the form of the question, and I object to it as incompetent. The record is there and will speak for itself.

Examiner Sadler: The objection will be noted.

By Mr. Horton: Q. How was the old company selling bacon, the smoked clear bellies, before you made this change?

A. They sold them as they ran, and that is the reason for the complaints against the products. For instance, a small dealer would buy a fifty-pound box of bacon, and in that box he would be very apt to get one or two pieces that were not worth anywhere near the asking price of the total products in the box, with the result that they got an average lower price for their products than they should have.

Mr. Taylor: Mr. Examiner, this manifestly is wholly incompetent. This witness is talking now about something before he was there, something that he knows only by hearsay, if he know it at all, and I submit the record ought not to be incumbered any further with this character of testimony so called.

Examiner Sadler: The objections will be noted.

Mr. Taylor: I wish to move to strike out the entire last answer.

Examiner Sadler: The motion to strike will be noted.

2089 By Mr. Horton: Q. And whether or not that fact is taken from your observations while you were on the ground there?

A. It was taken absolutely from my observation and investigation, and is the reason I started grading the products.

Q. I call your attention to a sale made on August 20th, Chapman Mercantile Company, 54 pieces of smoked clear bellies, 957 pounds at 25¼ cents. In your judgment, is that your first grade or your second grade?

A. That is the rejects from the first grade.

Q. On August 22nd I call your attention to a sale made to the Martin Veneer Company, Bluff Springs, Florida, 6 pieces, 103 pounds, at 24½ cents.

A. That would be some more rejects.

Q. Now, by "rejects" you mean to imply that these were not fit for food, were not edible?

A. No, I don't mean that; I mean that they were not suitable to go into the straight run, from a quality standpoint only. They were so thin that when the customer who got them cooked them he would not have near the value in that piece of bacon that he would in those that we had graded out, or from which they were graded. In other words, by taking out those thin ones we left the rest of them all more of a uniform size and thickness, more of a standard, a more dependable grade, so when we quoted them to our trade they
2090 knew what they were going to get.

Q. Mr. Thompson has testified further that he protested to you against this raise in price and you told him that that was done on instructions from Chicago. Is that true, or otherwise?

A. That is not true. I never made any such statement to Mr. Thompson, because Chicago in no way dictated the prices that we were to get for our products at any time. We were to merchandise them to the best of our ability, quality considered, and that is the only instructions I ever had.

Q. Mr. Thompson further testified that you had, in effect —I think the expression he used was, that you had given him a dirty deal, and he seemed to be very much angered against you. What was the—

Mr. Taylor: Mr. Examiner, I object to the assumption by counsel in his question, not in accordance with the record.

Mr. Horton: I think the record will show on that point, but what was the trouble—

Mr. Taylor: The record will show that he expressly said he had no feeling.

By Mr. Horton: Q. What was the trouble between you and Thompson, if any?

A. I am surprised to learn that there was any feeling.

Mr. Taylor: I think if you will read the record then you will not be surprised. Mr. Thompson expressly testi-
2091 fied in that regard that there was not any feeling.

A. (Continuing.) Mr. Thompson left our service, as he told me, for more money. He asked for a greater increase in salary than we felt we could afford to pay a man working

in his capacity. As a special favor, I asked his new employer, Mr. Knox, a merchant in Andalusia, if he could let Mr. Thompson take a new salesman over his route, I believe, the first three days of the week, Monday, Tuesday and Wednesday. He said yes, that would be very satisfactory to him, and Mr. Thompson did take a new salesman over that route. He then went to Mr. Knox in the middle of the week, and in coming to a salary adjustment I asked Mr. Knox what, if any, arrangement he had made with Mr. Thompson. He said "Why, that is all right." He said "I am taking care of Mr. Thompson in a salary way. It is all right. He came to me in the middle of the week instead of Monday, but that is perfectly all right."

Mr. Taylor: Mr. Examiner, I wish to object to this conversation with Mr. Knox, as incompetent and improper in this proceedings.

Examiner Sadler: The objection will be noted.

Mr. Taylor: I move to strike out the conversation as reported here, with Mr. Knox.

Examiner Sadler: The motion to strike will be noted.

By Mr. Horton: Q. Proceed, please.

2092 Mr. Taylor: I would like to ask the witness at this time if Mr. Thompson was present at the time of this conversation?

The Witness: No, he was not. I then told Mr. Knox that that was very fine, that we appreciated his courtesy in allowing Mr. Thompson to help us out in that emergency, and that we would have our auditor send Mr. Thompson a check for the additional service he rendered us, irrespective of whether he got any pay from Mr. Knox for the first three days. We sent Mr. Thompson a check in payment of those services, and it was returned.

By Mr. Horton: Q. By Thompson?

A. By Thompson, as far as I can recollect now, without any memorandum. However, later on, I got Mr. Thompson on the 'phone, and asked him if he had received the check and if there was any trouble about it, and he said that he must have a week's pay or nothing. I explained to him that Mr. Knox had told me that he was taken care of in a salary way, and that while we were only too glad to pay anybody for any services he rendered us, that that was as far as I thought we should go. And from that time on I don't know what happened to the check, whether he accepted it or not.

I never heard any more from Mr. Thompson directly or indirectly.

2093 Q. I further understand you to testify that when you reached Andalusia and during the first month or two of your residence there, and during the period that you first took charge of the plant, you found a large stock of goods on hand which apparently had sold very poorly because they were in an aged condition. Now, would you have been able to sell that stock, in your judgment, through the usual channels through which the Andalusia Packing Company was merchandising their product, or not?

Mr. Taylor: I object to the question. I object to the form of it as leading; I object to it as assuming facts not shown; I object to it as immaterial; I object to it as incompetent and calling for a conclusion of the witness; and as calling not only for conclusions, but speculations of the witness.

Examiner Sadler: The objection will be noted.

A. No, we would have never gotten out from under the products without our organized branch house help. As far as we could, we started opening up new territories for the sale of our product in that plant, and in spite of that fact we still had to have additional help from a Swift branch house to move it before it deteriorated further than it had at the time I got there.

2094 By Mr. Horton: Q. In your judgment, could the Andalusia Packing Company, as it was organized when you went down there, could they have moved that product without a large loss?

Mr. Taylor: I object to that also as calling for the conclusions and speculations of the witness.

Examiner Sadler: The objection will be noted.

A. In my opinion I do not believe they could, as I feel that we merchandised it faster than they could have done.

By Mr. Horton: Q. Now, with this product on hand, was it at any time your desire to withhold any of this from the market, keep it back, or was it otherwise?

Mr. Taylor: I object to that also as wholly incompetent and immaterial.

Examiner Sadler: The objection will be noted.

A. At no time. We were most aggressive for sales of this product from the time it became our property until the last of it was sold, and we felt that our first loss would be the smallest, and I believe it was; what I mean by that, every

week or month it stayed on hand we stood a chance of getting less for it.

Mr. Horton: You may cross examine.

Cross-Examination by Mr. Taylor.

Q. Mr. Rogers, did I understand you correctly in that you desired to create the impression here that the business methods of the old Andalusia Packing Company were very
2095 unbusinesslike and not calculated to result in a success? Is that the idea you wish to convey?

A. Have I said that?

Q. I asked you if that is the idea that you wished to convey, or the understanding that you wish to be gathered from what you have said?

A. That they were an unbusinesslike organization?

Q. Yes, and that they did not conduct the business in a way well calculated to result in success?

A. I wouldn't be in position to answer that.

Q. Then that is not the idea you wish us to gather from what you have said?

A. That they were an incompetent concern?

Q. I didn't say that. I said that they conducted their business in such a way as not best calculated to result in a successful handling of their products?

A. I couldn't answer that question. That point I would like to make clear at this time is that during the pending of the taking over of the plant by Swift & Company, no aggressive policy was adopted by either the Andalusia management or ourselves towards moving this product at less values than what they considered the market at that time.

Q. And you have said, I believe, that had you pursued the old policy of selling of the Andalusia Packing Company that you could not have moved these goods?

2096 A. I don't say it that way. I don't want to be understood that way.

Q. I don't know that you did say it that way.

A. I do make the assertion that I do not believe pursuing the policy of the Andalusia Packing Company that we could have sold the product as soon as we sold it through our organization.

Q. Now you say that you had, as you went there, or, rather, the Andalusia Packing Company had just three outlets for their goods. What were those outlets again?

A. They had three salesmen outlets, one salesman on their own payroll and two on the payroll of the Sessons Grocery Company.

Q. And do you wish the record to show that it is your statement that they had only those three outlets for their goods?

A. No, they had the usual brokers that we all have gathered in different towns.

Q. Would you not consider those as additional outlets?

A. Yes, they were additional outlets, but not under their direct control.

Q. Now, what were those additional outlets aside from the three?

A. Brokers at Birmingham and Montgomery.

Q. And who were those brokers?

A. The one at Birmingham was a party by the name
2097 of Allen; the initials I do not remember.

Q. E. P. Allen?

A. I believe so. The one at Montgomery was—I don't remember what it was now, but there was one at Montgomery. There was also another one at Atlanta that they occasionally sold to.

Q. Only occasionally?

A. It depends upon what you mean by occasionally. What do you mean by occasionally.

Q. You used the word. That is what I want to find out, what you mean?

A. Whenever they had surplus products to offer.

Q. It was only when they had surplus products that they employed the Atlanta broker?

A. I don't know that; I would not be in position to answer.

Q. How do you wish your answer to read then? Your answer now, as I recall, reads that there was a broker at Atlanta whom they occasionally employed when they had surplus products to get rid of. Is that the way you wish it to stand, or do you wish to change it?

A. No, that is all right.

Q. Now, how soon after you went there did you commence to utilize the Swift & Company branches for the output of your product? By "your products" I mean the products of the Andalusia Packing Company?

2098 A. I can't say definitely. It was in the six months period somewhere.

Q. Why, you have testified with a great deal of fluency heretofore, not only as to facts, but many conclusions. You certainly are not deficient—

A. I can't give you the exact date. It was almost immediate, that we asked for help.

Q. And you asked for that help in Atlanta, Birmingham, and Jacksonville?

A. No, not in Birmingham. Our general man was in Birmingham, who controlled those houses. We had no connection with our houses except through the general man.

Q. And you appealed to the general man and not the houses?

A. The general man, and later to the houses direct as he directed.

Q. And your appeal to the general man was almost immediate after you went down there and took charge?

A. As soon as we realized the channels we had to sell through were not great enough to allow us to get out from under this product promptly.

Q. I presume it was before you got off the channels you already had, Mr. Rogers?

A. We never got off any channels; I don't know what you mean by that.

Q. You mean to say you never stopped sending 2099 goods to Mr. Allen?

A. Only as our houses absorbed our product. We never got Mr. Allen off of any surpulus that we had to offer.

Q. But your house at Birmingham began to handle the goods then before Mr. Allen stopped handling them?

A. Oh yes.

Q. And it was because of the fact that your house at Birmingham was filling the markets with your goods there that you began to stop sending to Mr. Allen at that place?

A. No, it was because the house at Birmingham is a house who processes; they could take our product and sweet pickle and smoke it there. We could make straight carloads to our Birmingham house of other items that he can handle to better advantage than Mr. Allen. Products in sweet pickle will carry better than it would in a fresher state, and it was advantageous for us as far as possible to send our product to Birmingham over Allen because he had the facilities to give us and our product when it got there, to merchandise it in a better condition than we found Mr. Allen was able to do without any refrigeration.

Q. And it was when you had the process of disposing of the stuff completely established with your Birmingham house, that Mr. Allen stopped handling it, I assume?

A. It was very gradual. Mr. Allen understood at all times that it would be.

2100 Mr. Taylor: Mr. Examiner, I wish to strike out the witness' statement as to what Mr. Allen understood.

Examiner Sadler: The motion to strike will be sustained.

By Mr. Horton: Q. Finish your statement, if you wish to, Mr. Rogers. Mr. Taylor cut you off.

A. I would like to make the point clear as to the situation in regard to Mr. Allen. Mr. Allen was the Andalusia Packing Company's outlet in Birmingham. We continued to transact business with Mr. Allen; and Mr. Allen, both on the 'phone and on personal visits, was told repeatedly that eventually we expected to market all of our products through our own outlet, either direct from the plant or through our branch house facilities scattered through the various towns, and that he was at liberty to make any other hook-ups on any other accounts that he wanted.

By Mr. Taylor: Q. You told him this right at the start?

A. Yes.

Q. The first interview you had with him?

A. Yes, the first interview, the first time he raised the question. I don't know how soon it was after we got control that he raised it.

Q. Now, what was the situation in regard to Mr. Miller at Atlanta?

2101 A. Is that the broker that was there? What are his initials?

Q. J. W. Clarke Company is the name under which he did business, but Mr. Miller was the man who conducted it?

A. The same applies to Mr. Miller. He raised the question with me over the long distance 'phone shortly after we came into control, and he was told the same as Mr. Allen, that we would continue to offer any surplus products that we had.

Q. And did you commence to do business through your branch house at Atlanta right away after taking charge at Andalusia?

A. No.

Q. I mean the Atlanta branch house?

A. No, we didn't. That is under another jurisdiction.

Q. Through what branch house were the Andalusia goods put out in Atlanta if they ever were sold there?

A. Well, Swift & Company, Atlanta; we only have one there.

Q. And how soon did this conversation that you speak of, with Mr. Miller, take place. This telephone conversation?

A. I couldn't say exactly; the first time he called up and raised the question, which was not very long after we took charge.

Q. Do you recall having any correspondence with Mr. Miller in regard to the matter?

A. I don't remember any specific letters bearing on that, unless he asked us to write him one, which we of course would be glad to do, as our method of selling was no secret.

2102 Q. Now, did you know all that was going on there at the Andalusia Packing Company, or was there some of the business there conducted by somebody else with your knowledge?

A. We had the business divided into departments over which was a man in charge supposed to be competent to handle it, and refer any questions for decision that he didn't feel competent to take the responsibility for answering or handling. I wouldn't, of course, know every detail that went on in a plant of that size.

Q. Mr. Rogers, you say you found yourself very long on certain products when you went to Andalusia. What were those products?

A. Hams, bellies, and shoulders particularly?

Q. And how long a time was it before you were able to get rid of the surplus?

A. It was all surplus.

Q. Well, did you get rid of them in a week or so, or a month or so?

A. No, it was strung out over quite a period. I am not able to say now without referring to the records.

Q. What is your best recollection as to the period?

A. I wouldn't want to say, after two and a half years' absence.

Q. But it is your recollection that it took a number of months, is it?

A. A number of weeks.

2103 Q. Oh, a number of weeks? Well, do you suppose it took more than one week?

A. Yes, it took several weeks; it took a longer period

than we felt the products made friends, due to its condition in our inspection on arrival.

Q. And you were getting a higher price right along for it, weren't you?

A. No, we were not. We were getting a lower price for the joints.

Q. For the ham, for instance?

A. The hams are joints. We were getting a lower price at the end of thirty days after we took it over, for the joints or hams, than we were getting at the time we took them over, although the hog market had advanced ten or fifteen per cent, which should have justified, if the product had been what it should have been, an increase in value.

Q. Is it your experience as a packing house man, a manager of packing houses, that the price of pork products is based upon the cost of hogs?

A. It is based on cost of hogs, general stocks, geenral business conditions; various things enter into it; no two days are alike.

Q. And as the cost of hogs goes up the cost of pork products goes up correspondingly?

A. The price of all pork products which are a daily
2104 turn-over or a rapid turn-over should naturally advance. They are going to have to advance if you are going to be able to continue to buy hogs.

Q. About how long a time would you say you were long on hams and wanted to get rid of them?

A. How long a time?

Q. Yes.

A. We were long on hams from the day we got there until the last one was sold. Just when that was, I can't say.

Q. About how long? How long would you say now?

A. I don't know.

Q. Was it a short job that you cleaned up, say, by the first of September, or did it go on longer?

A. It went on longer; it went into September some time.

Q. Did it go into the winter?

A. No, I don't think so, not with the packing season starting we would not want them to.

Q. And what means did you take to get rid of these surplus hams, aside from your branch houses, if any?

A. Brokers and branch houses.

Q. And by "broker," you mean the brokers you mentioned, Miller and Allen?

A. That is right, provided they could merchandise them for something better than a dump price.

Q. Well, would you say that you were cleaned up of
2105 surplus hams by the first of November?

A. I wouldn't be able to say that positively one way or the other.

Q. What is your recollection at the present time?

A. I don't remember.

Q. You think by the first of December you had cleaned them up?

A. I wouldn't want to answer that question definitely without referring to the records.

Q. As far as you recall now you had a pretty good supply of pork products there right along?

A. No, I wouldn't say that; we were in and out on different items; it depends on what they are.

Q. It was certain seasons of the year that you were short, was it not?

A. Short of what?

Q. Pork products generally?

A. That is pretty hard to answer. You take sausage trimmings that went into sausage, we would be short in the summer. And the hams that were produced from the packing season, which is in the winter months, are not necessarily long or short, if they are a quality product, up to the beginning of the new fall accumulation; a ham that is old and is beyond the age limit that we consider is good for a mild cured ham, is long at any time; you are long on it until
2106 you get rid of it, whether it is in the height of the selling season or not. This product that we had at Andalusia, due to its age, puts a different construction on what you mean by long or short. It puts a different construction on it. Still, at the same time, if we thought that we could get out on these hams while they are wholesome and edible, through our channels, we would not try and dig up a new channel to dump them at a big sacrifice. In other words, the product considered, I tried to use the best merchandising judgment that I had, general conditions governing.

Q. I show you Commission's Exhibit Number 85, and ask you to look at it and tell me whether or not you recognize it?

A. I recognize it as one of our price lists.

Q. Now, take these other products on which you were long, aside from hams, what were they?

A. Bellies until they were sold; shoulders until the last piece.

Q. Take bellies; it is your present recollection that the prices went down on bellies, that you sold them for less as time advanced?

A. Bellies, as I have already explained in the previous testimony, were the only items on which we got even a small advance, and we got that advance by re-grading and throwing out rejects, which raised the quality of the product that we sold at the increased price, to that value; if we had
2107 left the rejects in them I don't believe we would have merchandised them at even the small advance we did get.

Q. And for how long a period were you selling these rejects at lower than the market price?

A. Until the entire lots were re-graded and we had them all out; I would say up to the end of August, or, rather, around the first of September; I think all the rejects were out in a period of about thirty days or so after we took charge.

Q. Now, how about shoulders? What kind of prices did you get for those, increase or decrease?

A. We got a decrease on the whole; as to the shoulders, we had quite a number condemned on us due to being sour. The Government condemned some shoulders; I am not in a position to say how many. We had a pretty hard time with the shoulders due to the age of them and the cure; they sold for whatever we could get.

Q. And how long was it before you got rid of these shoulders?

A. I couldn't say from memory.

Q. Well, was it one, two or three months?

A. I don't know that. They were merchandised the same as the hams were, as fast as we could; I can't say from memory how many we had.

Q. Can you tell by referring to this Respondent's Exhibit Number 43?

A. They were not shown on Exhibit 43.

2108 Q. Now, I show you this price list again, Commission's Exhibit Number 85, for the week ending September 8, 1917. Are any shoulders quoted there?

A. They are not quoted here. What we had we tried to consign to a nearer by market than to send them to Atlanta.

Atlanta is not a good shoulder market, especially the cure we had.

Q. Why is it not a good shoulder market?

A. It is more of a fresh pork market.

Q. You mean it is not a market where shoulders could be sold—

A. Yes; shoulders could be sold to much better advantage to Alabama Commissaries and smaller towns.

Q. How is Atlanta as a ham market?

A. Very good, for a new cured product.

Q. Now is there anything else that was long at the time you took charge?

A. No, those were the principal items on which we experienced the most grief.

Q. I show you Commission's Exhibit 94. Do you recall writing that letter?

A. Yes, I remember that now.

Q. Those are your initials by which that letter is signed, are they not, Mr. Rogers?

A. That is mine.

Q. And you placed them on there yourself?

2109 A. Yes sir.

Q. Now I show you Commission's Exhibit Number 122 and will ask you if you remember receiving from J. W. Clarke Company a letter of which that is a copy, dated September 12th?

A. I don't remember receiving this letter. There is nothing in it of a definite nature that would help me to recall this particular letter at this time.

Q. Now I call your attention to Commission's Exhibit 87 and ask you if you recognize that?

A. I recognize my signature. I don't remember the particular letter.

Q. You do not recall the writing of the letter? And you observe there that that refers to an order of September 12th, the same day which this letter, Commission's Exhibit 122, was written by J. W. Clarke Company, do you not?

A. Yes, that could be true, but still I don't remember receiving this letter, because there is nothing of a specific nature in it.

Q. You don't mean that the original of that letter was not received by you?

A. No, I do not.

Q. Now, I call your attention again to Commission's Ex-

hibit Number 122, particularly to the third paragraph, and will ask you if you recall seeing that third paragraph?

A. The third paragraph in this exhibit does not help
2110 me to remember at this late date whether I actually saw this letter or not, because there is only a general statement in here; it is just a general statement.

Q. Do you remember receiving any such report from Mr. Miller as is contained in the third paragraph of that letter?

A. No, his account sales would show whether he was getting better results or not, which was being handled by the accounting department.

Q. No, but do you remember his ever stating to you that he was getting better prices for hams?

A. No, I do not, except what is shown in this letter. This letter would mean nothing to me. I would check his sales reports, which would show exactly what he did get; not what he said he was getting.

Q. I show you Commission's Exhibit Number 95, and ask you if you recall writing that letter, and if the signature there is yours?

A. Yes, I remember writing that letter. It was written to him on his request that I give something in writing as to what he could count on for the future connections with us, whether he could be our only outlet in Atlanta, or whether he could not; and I told him that the situation had not changed, told him over the 'phone that the situation had not changed any since I first talked with him, and that I would be glad to write him such a letter; that at the present time our
2111 nearby outlets were more than taking care of our hog receipts.

Q. You were having no trouble at all selling all you could produce?

A. Yes, we were having trouble, but you remember at that time the Government was demanding maximum loads. It meant we could not make shipment to Atlanta unless we had a full car of stuff to the roof, not minimum, but a full car of products; and we were not in position at all times to ship him a maximum car of such products as he could sell advantageously on the Atlanta markets. Now, at no time up to that time were we out of some products if we could have got it to him in a merchantable condition that he could have sold, but time and again in making shipments in all that territory our minimums hampered us; weather conditions were against us and forced us more and more to confine our

operations to our own houses who had the facilities to give our products.

Q. As a matter of fact it was the policy of the Andalusia Packing Company to handle its output through the nearby branches of Swift & Company rather than to send it over into Georgia, was it not?

A. Oh yes.

Q. And the Georgia market there was taken care of by the Moultrie plant?

A. That is correct.

2112 Q. Mr. Rogers, do you recall distinctly this conversation that you had with Mr. Thompson regarding the increase in prices of the pork products shortly after coming to Andalusia?

A. We never had any conversation that I know of as he claims in his testimony, along those lines, at all.

Q. You stated distinctly here what you did not say.

A. I didn't say anything of that nature, I know that positively.

Q. So you don't recall the conversation at all regarding which you attempted to testify in your direct examination?

A. I had no such conversation with Mr. Thompson as he has testified, because I had no such instruction from Chicago.

Q. Now, have you seen Mr. Thompson's testimony?

A. No, only what you have told me here, what has been told me here, that he testified that I said that was our arrangement of making prices.

Q. You wish it to be understood that you don't recall ever discussing the matter with Mr. Thompson then?

A. No, I don't want to have it understood that way. Mr. Thompson and I naturally had more or less conversation on the selling of products each week that he was in; but at no time did I tell him that that was our basis of pricing, because it was not. Our basing at Andalusia was always all we could get for the stuff, everything considered, which was inferior to our standard grades.

2113 Q. Do you wish it to appear from your testimony that you do not recall having any conversation with Mr. Thompson in which he complained about the increase of prices on the pork products which he was selling?

A. No, only so far as the definite statement as to how we arrived at our methods of arriving at those prices; I object

to that part of it, because that was not our method of making our prices.

Q. But you do not attempt to say here that Mr. Thompson never complained about the increasing of prices on pork products?

A. I never yet had a salesman under me who did not kick that our price was too high; and he was not different in that respect than any other salesman I have come in contact with.

Q. Are you talking about Andalusia Packing Company salesmen now, or all salesmen?

A. All salesmen; naturally, the cheaper they can have the product to sell, the easier it is for them.

Q. So you and Mr. Thompson did have conversations regarding the increasing of prices on pork products?

A. Specifically, yes, "Will the prices be higher next week or lower"; the usual conversation that you are bound to have in directing your salesmen how to conduct or how to go about making sales for the company; what you are long on, what your idea of the price is, what their idea of the price for the product is, what the market is, and what they find are the conditions; we have had those kind of conversations
2114 every week he was there and I was there, and we would naturally talk over conditions. He was my representative in the field; we would naturally talk over prices and what our prices would be for the following week, and that on some product what was not as good as the other we would be willing to take less for; but at no time was a basis of how those prices were arrived at ever explained to Mr. Thompson because we had no such basis.

Q. And did he at these conversations complain that the prices of the Andalusia Packing Company had been advanced since Swift & Company took charge of it; that the prices he was now required to get were higher than he could get?

A. I can't say as to that specifically.

Q. Now did you ever, while in charge of the Andalusia Packing Company receive instructions from Chicago as to prices that were to be charged for any of the products?

A. At no time.

Q. Never?

A. Not as the Andalusia Packing Company. We were absolutely there to use our best judgment.

Q. You never received any suggested list, or list of suggested prices, or differential lists?

A. Oh yes, we received lists.

Q. What were those lists?

A. Whatever the general wholesale lists were to the
2115 branch houses in our territory.

Q. Yes, but what were the character of those lists?

A. Covering all different kinds of pork products.

Q. And suggesting prices?

A. No suggestions of prices. They were just mailed to us for any information or guidance we could get out of that as to what hard products were selling for in our nearby branches. We received no information from Chicago other than—

Q. Did you receive any lists suggesting property differentials in prices between the Western pork and the Southern Pork?

A. Yes, we received a differential at our request to let us know what a differential they had on dry salt meats, and we would conduct tests to see whether our differentials were right or not.

Q. And you received these differential lists from time to time?

A. Yes, we received those differential lists from time to time.

Q. You commenced receiving them practically from the time you went to Andalusia, did you not, Mr. Rogers?

A. I don't remember the date. I know we asked for the experience of the men who had made a life study of the shrinks of meat, and we asked for them to give us any differentials or tests that would aid us in determining the right
values to put on soft and oily products as we made our
2116 tests; we had absolutely nothing to go by when we got in the country.

Q. And you received quotations from day to day on the prices of Western pork?

A. We would receive changes—mailed changes as to the changing of the market the country over.

Q. I show you here Commission's Exhibit 196 which is one of those differential lists for Moultrie. Is that practically the same character as the differential lists received by you at Andalusia?

A. I would say yes, offhand.

Q. To the best of your recollection it is the same?

A. Yes.

Q. Now this is headed "Moultrie Weekly Differential

Letter Number 25." Did you receive those differential lists weekly?

A. I don't remember if we did, or not, at this time.

Q. What is your best recollection on that?

A. I don't know. I would say no, because they didn't change.

Q. Do you recall whether they were headed at the top, "Weekly Differential Letters"?

A. No, I don't remember that.

Q. But you do remember that you did receive them from time to time?

A. I wouldn't want to say yes to that definitely; if we did, we ought to be able to produce one of them. I
2117 don't remember whether we got our information in that shape or not. We asked for any help that men of experience in making tests would give us as to what a reasonable shrink would be to guide us in making the correct differential over the cured product when you processed it there in the smoke-house or otherwise. Whether or not that was our basis I am not in position to say now, from memory.

Q. This differential list not only covers cured meats but fresh meats as well.

A. Yes, to the Swift Branch house.

Q. That is, it shows the spread in price?

A. To a Swift Branch house.

Q. To anybody?

A. No, to a Swift Branch house.

Q. In selling to others than a Swift Branch house, did you follow these instructions received from these differential letters?

A. As far as I can remember we followed the market in actual competition. That product there went to a branch who can sell in direct competition. We who sell through our outlets had to meet competition. If we found by tests that that differential was correct, or nearly correct, on the soft and oily products we had to contend with, we, of course, tried to maintain that differential.

Q. Then, did you try to sell the Swift Branch houses
2118 for less than you sold to anybody else, on an average?

A. I wouldn't say that now. I don't know.

Q. The only guide you had to sell Swift Branch houses was the price of Western pork less the spread shown on these weekly differential letters?

A. This is our actual checking up of their market and

their sales tickets. There was hardly a week went by—there was no week went by, in fact, that someone from our organization did not visit a branch house town and make sure of what they were getting for our products. We were absolutely merchants in Andalusia, and to sell our products at the best possible advantage, either to a house or otherwise; if we could, preferably otherwise; but we had to fall back on the branches to help us out.

Q. Then do you wish it to appear on the record that the branches were handling your surplus? I understood awhile ago that it was the brokers who handled the surplus.

A. When I first came to Andalusia, our outlets were the three salesmen in question, plus the brokers, with possibly an occasional sale to packers. That system gradually changed. It changed from sales direct to a broker, to more sales to a branch house. It was brought about primarily because our branches could give us better facilities all the way through in handling, and as our branches got to the point where they could handle a larger volume they naturally took more
2119 of it and less went to the brokers.

Q. And less went to the broker because you refused to furnish the broker with the product, is that right?

A. I didn't give the broker preference over a branch, no, because it was understood with the—

Q. But you did give the branch preference over the broker?

A. Certainly, because we could get it to the branch in a much better condition, and it would again reach the trade in a better condition.

Q. Now, who sold the most products? Your brokers, or these three salesmen?

A. In tonnage?

Q. Yes; tonnage, dollars, or any other way you want to describe it?

A. Well, tonnage is the only basis we can consider progress on. You mean at the time we took the place over, or any specific time?

Q. At the time you took the place over?

A. I would say, the brokers, without the record before me.

Q. Now, you took over the place, and the brokers were gradually eliminated? The salesmen you kept along for a time, did you not?

A. We kept the salesmen and increased the sales force.

Q. Yes; and eventually it came to be so that the salesmen

at the Andalusia plant, or, working from Andalusia,
2120 and your branch houses handled practically your entire output?

A. That is correct. That did not occur, however, until after it had ceased to be the Andalusia Packing Company.

Q. Well, the brokers ceased to represent you long before that?

A. Well, the shipments to them gradually began to decrease, yes.

Q. In fact you told them at the very start, as you testified here, that you were going to cut them off?

A. That is right.

Q. Now, after all these goods were being handled by the branch houses and by the salesmen operating from Andalusia, which represented the larger output, the sales by the salesmen operating from Andalusia, or the sales through the branch houses?

Mr. Horton: What time do you mean, Mr. Taylor?

Mr. Taylor: Oh, any time after the brokers stopped selling, say, January 1st, 1918?

A. Without any definite record to go by I would say, the branch houses, because the branch houses were a highly organized outlet which could be utilized for increased volume immediately, whereas our selilng force had to be developed step by step.

By Mr. Taylor: Q. Now, take it six months later, what would you say?

2121 A. I would say the same condition still existed. However, six months later, the sales force would always get the preference over a branch house in the filling of orders. We were then coming, six months later, into a period of decreased hog receipts, which means less of some items, and then if it was needed by our sales force they would get it over a branch house.

Q. Now, go down to January 1st, 1919, what would you say?

A. Well, I would not know. However, that is the heighth of the producing season. I would imagine that the tonnage to the branch houses would be greater than to the sales force, because they have a bigger fresh pork outlet.

Mr. Taylor: That is all.

Mr. Horton: That is all, Mr. Rogers.

Examiner Sadler: The witness will be excused. Adjourn until ten o'clock tomorrow morning.

(Whereupon at 5:00 P. M. the hearing was adjourned until 10:00 A. M. of the following day, Sept. 10, 1921.)

2122 Docket 453

Chicago, September 10, 1921

Met pursuant to adjournment 10:00 A. M.

Before:

C. T. Sadler, Examiner.

Present:

Parties as before.

Examiner Sadler: The hearing will come to order.

GEORGE D. ROGERS resumed the stand and further testified as follows:

Redirect Examination by Mr. Horton.

Q. Mr. Rogers, when you were on the stand yesterday Mr. Taylor or Mr. Haycraft showed you Commission's Exhibit No. 195 which is a weekly differential letter, and I believe you stated in your testimony that you didn't know when that letter was first sent from Chicago to the Andalusia plant. Is that correct?

A. That is correct.

Q. Now, since that time have you found any records or anything which will refresh your recollection upon that?

A. Yes, I have been through the file downstairs and not only found the dates that they were sent to us but a letter

2123 I wrote Andalusia as a result of a meeting that we held in this office on May 5, 1919. In order to merchandise our product from Andalusia through our branch houses we had to have some definite understanding with these branches. Their market was the price list that they got from the north on northern products and in order to sell our product to them and have some basis so that they would know what they were going to be invoiced or what it would cost them, we told them that we would sell it at so much under same averages and kinds of northern products. Now, we made those differentials up at Andalusia and sent copies, and it was not until I had gotten into Chicago in May, 1919 that I was taken to task for not keeping Chicago at that time better posted on what we were doing; and I wrote this letter as a result of that meeting, wherein I have asked our people there to start immediately arranging to send copies—

Mr. Taylor: Mr. Examiner, I submit it is not proper to have the witness read from the letter. If he wants the letter in evidence let him offer it and then it can be passed upon in the proper way.

Examiner Sadler: I think that is the best way, if you want to introduce it.

Mr. Horton: We have not offered to introduce the letter, and the witness is not reading from the letter.

The Witness: It is just a copy that I had written to refresh my memory.

2124 Mr. Taylor: Well, I object to stating the substance of the letter. It is wholly incompetent, and counsel knows it is. If he wants to get the letter in evidence, let him offer it in evidence.

Mr. Horton: Please continue your statement, Mr. Rogers.

Mr. Taylor: Mr. Examiner, I desire a ruling as to whether or not this witness shall be permitted to state either the substance or the contents of this letter.

Examiner Sadler: I think the letter should be introduced in evidence if you want it in the record.

Mr. Horton: Very well, we will introduce the letter in evidence. We formally offer the letter. Is the letter received, Mr. Examiner?

Examiner Sadler: I am just waiting for his objection, if any.

Mr. Taylor: I object to it as wholly immaterial.

Examiner Sadler: The objection will be noted and the letter will be received and marked "Respondent's Exhibit 44."

Mr. Horton: Let's get this clear, please. Counsel insists that I offer the letter in evidence and then he objects to it.

Mr. Taylor: Certainly, that is my right; I have the right to object to it. That is the reason I have the right to insist that you offer it in evidence, so that I may object to it, instead of letting the witness sit there and give secondary

2125 evidence of its contents.

Mr. Horton: You either want it in or not; if you want it in you ought to let it in without objection; and if you don't want it in you ought not insist on my offering it.

Examiner Sadler: It will be marked Respondent's Exhibit Number 44.

(The paper was received in evidence and marked Respondent's Exhibit No. 44.)

By Mr. Horton: Q. Now, Mr. Rogers, what does the "GDR" at the bottom of this letter mean?

A. In our system, the first initials at the bottom indicate the man that dictated the letter.

Q. And do you remember writing this letter?

A. Absolutely.

Q. And prior to this time had you sent the Chicago Office a copy of what may be termed your differential prices?

A. No, we had not; they were not on our mailing list; only the branches in our territory to whom we were selling the products.

Q. When was the first weekly differential letter that was made in Chicago made, that is, on what day?

A. The first one that we got from Chicago replacing the one that we sent out, was the letter they sent out on August 4, 1919, Numbered 31, which corresponds to the weeks of the year.

2126 Q. It was sent out on August 4th, the 31st week of the year?

A. Yes, and it replaced our more or less dim, indistinct differential letter that we had been sending from Andalusia.

Q. Prior to this time you fixed your differential yourself at Andalusia?

A. Under Northern products.

Q. But you fixed the differential yourself?

A. We fixed it ourself down there.

Mr. Horton: I offer in evidence the Andalusia weekly Differential Letter, Number 31, dated Chicago, August 4, 1919, which the witness testifies is the first letter sent out from Chicago.

The Witness: And mailed direct to the houses as well as to us in place of our letter.

Mr. Taylor: No objection to it.

Examiner Sadler: The letter will be received and marked "Respondent's Exhibit Number 45."

(The paper was received in evidence and marked "Respondent's Exhibit No. 45.)

Mr. Horton: Cross examine.

Recross Examination by Mr. Taylor.

Q. Mr. Rogers, Respondent's Exhibit 44 here starts off by saying "Notice you do not seem to have our weekly concession letter, S. and W. Sales Department." What is "concession"?

2127 A. The concession in that referred to there is what is termed here differential or the price under similar northern products that we are willing to take for Andalusia soft and oily products.

Q. Do you always mean the same when you use "concession" as you do when you say "differential"?

A. In this case, yes.

Q. Do you always mean the same when you say "concession" as you do when you say "differential"?

A. No, there is a difference between a concession and a differential.

Q. Well, what is that difference?

A. A differential is to cover in some cases like the expense in converting a partially cured product to a finished cured product. That is a differential, and it fluctuates much less than a concession. A concession is an amount given under the market price for a product, which may be given for various reasons,—long on products that should be moved, changing of shipments, readjustment of stocks, or any other causes that would warrant the selling and taking less for their products than the supposed market; it might be in the competitive selling.

Q. Now, is the differential which you have described, the same differential that is intended to be covered by this Respondent's Exhibit 45?

2128 A. Exhibit 45 can either be called a differential or concession. It is not a fixed differential that would run indefinitely. It was changed weekly and was changed to show and post the branch houses the concession or differential, under, that we would take for our product from Andalusia, under what they could buy similar kinds and averages of hard products from the North. Exhibit 45 is nothing more or less than a price list on the Andalusia products, and due to changing markets from day to day was issued in this form.

Q. That is, it is a scale of spread, is it not, between the Western pork and the Andalusia pork?

A. That is correct, yes.

Q. Now, would you call that strictly a differential or a concession?

A. I would call it a concession.

Q. Well, what was it called generally? This is termed here a "differential"?

A. It was generally called a concession, but it is referred to as a differential or a concession because it does not give

a specific price that the product would bring, and is the reason why I think the word "differential" is now used for it. It is an amount under some other price.

Q. In other words, to determine the cost per pound to a Swift branch house of any particular output from the Andalusia plant it was necessary for you first to ascertain
2129 the price on the Western products of similar character and then deduct the amount of spread set forth on this sheet, Respondent's Exhibit 45, which is here termed a differential sheet?

A. That is the way the branch house would arrive at its cost.

Q. Well, how would the Andalusia plant arrive at it?

A. We arrived at our basis for the making of those differentials on what the market was for our products.

Q. And how did you find out what the market was for your products?

A. In actual competition in our territory, both by our salesmen's sales and jobbing sales. Those differentials or concessions were changed from week to week by us at Andalusia, depending upon the movement of the products and our stock.

Q. Now, had similar differential letters to this been issued before this letter of August 4th, 1919?

A. Yes sir.

Q. And where were they issued?

A. From Andalusia, as a stencil.

Q. And who made up this letter which was issued from Chicago?

A. Respondent's Exhibit 45 is a replacement of our letter.

Q. Yes, and who made it up?

A. We made it up.

Q. What do you mean by "we"? Swift & Company?

A. Swift & Company, Andalusia, made the differ-
2130 ential letter, even after this was issued by Chicago in the printed form. We never relinquished the rights to change the differentials as our markets changed.

Q. You mean to say you made that up after this was printed here in Chicago?

A. No sir, it was made up before and they printed it.

Q. Do you desire to be understood that you prepared the copy at Andalusia, mailed it here to Chicago, and it was then printed and then sent back to you in the form in which it now appears?

A. No sir, I don't want to be so quoted. I do want it understood, however, that this differential letter is the replacement of our more or less indistinct letter that we were getting out; that at this time these differentials fluctuated less than they did when we first started them, and unless we wired in or wrote in for a change to be put in on the following week's differential letter or concession letter, they would be re-printed the same as they were the previous week.

Q. Now, take the first one that was printed at Chicago; where did they get their copy from?

A. They got it from Andalusia the week before.

Q. Then you do desire the record to be understood just as I asked you, if you desired it to be understood, when you first said no you did not?

A. Just how do you mean that?

2131 Q. I asked you if you desired to be understood that you prepared the copy of this letter, Respondent's Exhibit 45, at Andalusia, mailed it to Chicago, at Chicago it was set up and printed, and then mailed back to Andalusia in the form that it here appears; and you said no you didn't desire to be understood that way. Now will you please explain again just how you desire to be understood?

A. Yes, this differential letter still embodies our local ideas of what we think the product is worth.

Q. Then you do desire to be understood that the copy of those differential letters which were printed in Chicago and sent to Andalusia were prepared in Andalusia and forwarded to Chicago to be so printed?

A. They were, up to this time.

Q. Up to what time?

A. (Continuing) And this letter represents our ideas.

Q. Now, tell me what you mean by "up to this time"?

A. We were getting them out at Andalusia in a more or less crude form; we were not sending Chicago a copy of those; as a result of the meeting in May, Chicago asked that we mail them a copy of our differential or concession letter; and in order to get out a more legible cost to the houses in our territory they simply took over on August 4th, 1919, printing of this differential letter.

Q. And after that printed it every week and mailed

2132 it to Andalusia, is that correct?

A. Mailed it to Andalusia and our houses.

Q. And all information for that letter was forwarded from

Andalusia here to Chicago before it was so set up and printed, is that correct?

A. Not each week after August 4th.

Q. Chicago fixed the prices then without the help of Andalusia?

A. They fixed the differential letter with the suggestions of Andalusia.

Q. And the sugegstions were made after the letter was printed?

A. Always made the week before. If we made no suggestions we knew that this differential letter would come out the same. If the market had changed and warranted a change in the differential letter, we warned Chicago in time to make the changes in this differential letter.

Q. Now, where did you send these suggestions, as you term them? To what department here in Chicago?

A. They would come into the S. & W. Sales Department and the Branch House Division Department.

Q. What does S. and W. mean?

A. South and Western sales.

Q. And that is located here in Chicago?

A. Yes sir.

Q. Now, Mr. Rogers, you said this Respondent's 2133 Exhibit 45 is the first one of these weekly letters printed at Chicago. How do you know that?

A. Because it picks up where ours stop. We always numbered ours by the weeks; we started with the first week in the year.

Q. You mean to say by that that you can recall at the present time that you stopped printing these letters at Number 30 the last week in the month of July, 1919?

A. Reasonably sure, because the file in this office starts with that one, and ours ends.

Q. Have you seen the letter Number 30, for the last week in July, 1919?

A. No, I have not.

Q. Now, just which ones, if any, of those weekly letters that you say were issued from Andalusia have you seen?

A. Number 16, for instance, in casually going through the file.

Q. You are quite certain you have seen Number 16?

A. Yes sir.

Q. And is that the last one that you have seen?

A. That is the only one—

Q. The "latest" one I mean by the "last one"?

A. That is the only one I ran on to in hurriedly going through the files.

Q. And where did you see that letter?

A. In the files of the S. & W. Sales Department.

2134 Q. Here in Chicago?

A. Yes sir.

Q. Then you have nothing but your unaided recollection to enable you to say this is the first letter that was printed in Chicago?

A. I have the same knowledge and belief that that is the first letter, since it begins their file as I would have if I had had my file here from Andalusia showing that we ended with the 30th. Your files must begin and end somewhere, and if I had my own file here from Andalusia and I had seen letter Number 30 I couldn't say more than that I assume that that was the last of them, that that was the last one in the file.

Q. You are simply assuming that because you have not found any earlier letters in the files here, that none were printed earlier, isn't that the situation?

A. I am accepting their files on record here as being complete.

Q. Yes. And you don't know whether they are complete or not, do you?

A. Why, no one would, except the statement of the man who issued the letter.

Q. What is the date of this weekly letter Number 16; I believe you said, issued from Andalusia?

A. I couldn't say without referring to the files. It would be the sixteenth week in that year; I imagine in April

2135 some time.

Q. And that is the latest letter from Andalusia that you have been able to find?

A. No sir, that is the latest letter I saw in casually going through the files. I didn't look for the latest letter. When I found the letter I wrote in May 1919 calling attention of the office force in Andalusia that they were not mailing Chicago this letter and that I wanted them to start mailing it; it would not have been necessary to have written the letter that I wrote in May—

Q. But the last letter that you saw was in April, Number 16?

A. That is the only letter I saw in hurriedly going through

the files. I was not looking for the last letter at the time I went through that file.

Q. Now, that file is right here in the building, is it not, Mr. Rogers?

A. Yes, sir.

Q. So that you would have no difficulty in producing it and examining it?

A. Should not have.

Q. Now, I will ask you to produce the first and the last weekly concession letter from Andalusia, or differential letter, whichever you may characterize it, contained in those files?

(Whereupon the witness left the stand and returned within a few minutes.)

2136 Q. Have you examined the files, Mr. Rogers?

A. Yes, I have.

Q. Now what do you find?

A. I find in the files the first and the last letters; the first being Number 16, dated April 18, 1919, and the last one issued by Andalusia being Number 30, dated July 28th, which is then followed by printed ones from Chicago.

Q. May I see the letters?

(Witness hands documents to counsel.)

By Mr. Horton: Q. Number 16 is on the letterhead of Swift & Company, Andalusia, is it not, Mr. Rogers?

A. Yes sir; and the other was too long for a letterhead and was printed on plain paper.

Q. Both are mimeographed copies?

A. Both are mimeographed copies.

Q. And not printed. They have a printing plant in connection with the Chicago plant, have they not?

A. Yes sir.

Q. And do printing of this sort; and you didn't have such a press in Andalusia?

A. We had only limited facilities for getting price lists printed in the town itself.

2137 By Mr. Taylor: Q. Now on this sheet of April 18, 1919 the following statement appears at the top, "All items not shown S. & W. Kansas City. These concessions are not in addition to Chicago's." What is meant by that, Mr. Rogers?

A. May I have that a second please? That clause there is to establish a basis for freight, we observing the right at Andalusia, as we saw fit, due to moving our stock while they

were the youngest of either shipping local freight, straight car loads, or express, as the conditions to us seemed necessary, the branches, however, not having a vote.

Q. Not having a what?

A. Not having a vote as to the cheapest method of shipping the products, could not be penalized for shipping products by express when it would have answered their purpose just as well to have had it in carload lots under refrigeration; but due to our not having at all times sufficient products of the different assortments that a certain branch house would want or could use advantageously at the time we were producing it, we reserved the right to ship the product in any manner we figured would reach them in the best of condition, absorbing the difference. In order to make this clear we put this item here "All items not shown S. & W. Kansas City. These concessions are not in addition to Chicago's." In other words, if Chicago was giving a concession on their products it had no bearing on ours. Our idea, say, on April 18th, on fresh skin shoulders, 15 pound average, was 2
2138 cents off their full printed price list for northern shoulders, without any regard whether or not Chicago might want to give a concession of a quarter or a half.

Q. Whose full printed price list do you mean by "their"?

A. Swift & Company, Chicago price lists which govern products shipped to those branches.

Q. Did those lists never show concessions?

A. I have never seen one that did, if they do.

Q. Now, on the differential letter sheet Number 30, dated July 28th, 1919, appears the following statement at the head "Basis S. & W. branch house list F. O. B. Kansas City. Products not mentioned below will be mentioned S. & W. list F. O. B. Kansas City, except D. S. and bacon meats daily wired markets and basis circular differentials F. O. B. Chicago." What do you mean by "circular differentials F. O. B. Chicago?"

A. In order to move our dry salt and bacon meat.

By Mr. Horton: Q. What do you mean by "in order to move our"?

A. When I say "our" I mean Andalusia, as I was the manager at Andalusia and interested in their product. It was necessary in order to get volume through the houses, I mean Swift & Company houses, on this product, to handle it on the same basis that Swift & Company handled the similar product through those houses, which is a consigned basis,

which is, or was at that time a consigned basis, the
2139 branches acting in the sales of dry salt meat along similar lines of a broker. Instead of invoicing this kind of product to them on a flat price basis it was consigned to them on a daily wired basis.

By Mr. Taylor: Q. Wired from where?

A. Chicago.

By Mr. Horton: Y. You mean by that Swift & Company consigned their meats and wired the prices from Chicago?

A. Yes; in other words they made a daily price on dry salt meat. It fluctuated from day to day, and consignments or shipments were priced on that changing price, which changed every day; and in order to get our dry salt meats to move to those houses as a product which they could readily use, it was shipped with the understanding that they were to handle it on the same arrangement that they handled products from the north, which was a fixed margin.

By Mr. Taylor: Q. Is that what you mean by "circular differentials"?

A. Yes; well, you have got—

Q. And that was a circular letter issued from Chicago?

A. Daily wired market letter in connection with the basis circular differential. The basis circular differential letter is the letter that gives the spreads from the dry salts to the bacon meats. Some of the houses in the South
2140 processed these dry salt meats into bacon meats.

Q. And that circular was issued at Chicago, was it not?

A. That basis circular differential letter?

Q. Yes.

A. Yes, as Swift's letter.

Q. And how frequently was that issued?

A. To the best of my knowledge at this time, it was issued weekly.

Q. Did you get these each week at Andalusia?

A. I would say yes, after the time they started to mail us their price list.

Q. When did they start to mail you the price lists?

A. I don't know exactly.

Q. Now, just what did these price lists contain?

A. What price lists?

Q. That they mailed you, Swift & Company mailed you from Chicago? By those do you refer to the same price lists which appear here as Commission's Exhibit 197?

A. Yes, that would be a fair sample of the information which they mailed us in weekly price lists.

Q. But that is not the circular differential that you referred to at the head of this differential sheet dated July 28th, 1919?

A. No, that is an additional list, that is—

Q. And do I understand correctly that that circular
2141 differential referred only to goods which were placed with branch houses on consignment?

A. Yes, referred to dry salt meats only.

Q. And which were placed on consignment with the branch houses?

A. Yes, that is correct. That was their method of selling.

Q. And also the method of the Andalusia Company in selling?

A. No, it was not the method of the Andalusia Packing Company as such.

Q. I mean, after Swift & Company bought the stock?

A. Yes, after Swift & Company got in control, that was the method we were forced to sell; prior to that time I sold the dry salt meats where I could on a definite price, an actual price.

By Mr. Horton: Q. Prior to what time do you mean?

A. Prior to its becoming the property of Swift & Company.

Q. What date do you refer to? Do you mean prior to the time the name was changed?

A. Yes, prior to the time the name was changed. We had our dry salt meats then at a definite price, which was not satisfactory to the houses because they were handling similar products on a different basis from the North. In other words, they took our product at a set price and had to stand their shrinks and losses.

2142 Q. When was the name changed to Swift & Company? Was that when the deed and bill of sale was given from the Andalusia Packing Company?

Mr. Taylor: Mr. Examiner, I object to that; counsel is not testifying.

Examiner Sadler: I will ask that counsel not lead the witness.

Mr. Horton: Well, I am asking Mr. Rogers whether or not that was the date.

The Witness: That is the date. It is all a matter of record.

By Mr. Taylor: Q. What date was that, Mr. Rogers?

Mr. Horton: The deed and bill of sale are in evidence here, if you want to see them, Mr. Rogers.

The Witness: Yes, I would like to see them, since they ask the question.

Mr. Taylor: I just want to know what Mr. Rogers' recollection is, whether he is testifying from his own recollection or from what counsel tells him.

The Witness: Along in the Spring of 1918. I have already testified in your absence, Mr. Horton, that it was along in the Spring of 1918; which is further substantiated by the deed of transfer.

2143 By Mr. Taylor: Q. In other words, you are accepting the suggested question of counsel that it took place at the time of the transfer of the properties from the Andalusia Packing Company to Swift & Company?

A. No, I know it to be a fact, it was all embodied in the one change. You asked for a specific date; I couldn't give it to you from memory except that it was along in the Spring of 1918.

Q. In going through this file did you find the differential letters which you testified were issued from Andalusia regularly from April 18, 1919, down to the last one you produced, July 28th, 1919?

A. I didn't look for that. You asked for the first and last letter; that is all I took out of the file.

Q. And you didn't look to see what was done?

A. No, I didn't. There is evidently a lapse in between, to call forth the letter I wrote in May, which was a complaint from the Chicago people that we were not mailing them in.

Q. Now, before you began to issue this letter of April 18, 1919, where did you get your differentials from, or how did you notify the customers of your differentials?

A. What do you mean by customers?

Q. Well, I suppose, Swift & Company branch houses.

A. There is a difference between a customer and a Swift & Company Branch House, as regards that differential

2144 basis. I have already testified that we arrived at the differentials, or concessions, by what our product was bringing in our territory, through the efforts of our three salesmen or brokers; that is the way we arrived at what we could get for our product, and was the method of making our concessions or differentials to a Swift & Company house.

Q. Representatives of Swift & Company from Chicago

called at Andalusia from time to time, did they not, Mr. Rogers?

A. Yes sir.

Q. And talked to you about various features of the business at the plant there?

A. Yes sir.

Q. Among them, they talked to you about prices, did they not?

A. To the best of my knowledge and belief we had no man at Andalusia from the selling end who came through talking prices. Most of our visitors in the early stages were operating men, making changes in the physical lay-out of the plant, so as to enable us when putting down a new product to put it down in line with our usual custom and methods of processing and curing methods that had been established for years and with which I was familiar and had received my training. We were left entirely to our own judgment as regards the making of prices.

Mr. Taylor: That is all.

Mr. Horton: That is all.

Examiner Sadler: The witness will be excused.

2145 Mr. Horton: I will offer in evidence weekly concession letter Number 16, dated April 18, 1919, which the witness has testified was the first letter.

Examiner Sadler: Let the letter be received and marked "Respondent's Exhibit No. 46." Is there any objection?

Mr. Taylor: You would hear from us if there was.

(The paper was received in evidence and marked Respondent's Exhibit No. 46.)

Mr. Horton: Also, weekly differential letter Number 30, dated July 28th, 1919.

Examiner Sadler: The letter will be received and marked "Respondent's Exhibit No. 47."

(The paper was received in evidence and marked Respondent's Exhibit No. 47.)

Mr. Horton: I wish to offer in evidence directory of the Bureau of Animal Industry, for the years 1916, 1917, 1919, and 1920, respectively, issued by the Department of Agriculture and certified under its seal. The year 1918 is not included because the said Department reported that it was out of print. These exhibits are offered for the purpose of proving the slaughtering licenses were issued to certain firms and individuals in the towns of Andalusia, Alabama; Arabi, Louisiana; (a suburb of New Orleans), Augusta, Georgia;

Birmingham, Alabama; Bristol, Virginia; Chattanooga, Tenn.; Cincinnati, Ohio; Greenville, Tennessee, Hunt-
2146 ington, West Virginia; Jacksonville, Florida; Louisville, Kentucky; Macon, Georgia, Mobile, Alabama; Morristown, Tennessee; Moultrie, Georgia; Nashville, Georgia; Natchez, Mississippi; Newport, Kentucky; Norfolk, Virginia; North Augusta, South Carolina; Richmond, Virginia; Rosslyn, Virginia; Union City, Tennessee; Wilmington, North Carolina; and Shipley, Florida. Also for the purpose of showing that during the years in question slaughtering licenses were issued to various firms and individuals in the territory embraced upon the exhibit which has been marked for identification Respondent's Exhibit B-1, which I will offer next.

Mr. Taylor: I object to all of this as wholly irrelevant to the issues of the case.

Examiner Sadler: The objection will be noted. The pamphlets will be received and marked "Respondent's Exhibit 48"; and the map will be received and marked "Respondent's Exhibit Number 49."

(The papers were received in evidence and marked respondent's Exhibits Nos. 48 and 49.)

Mr. Taylor: I will state now, for the purpose of the record, subject to my objection, in order to avoid encumbering the record with these four pamphlets I am perfectly willing to admit that they do show that certain licenses, describing them as described in the pamphlets were issued to certain persons, firms or corporations, as appears on the face
2147 of the pamphlet, within the territory mentioned by Mr. Horton.

Mr. Horton: I will further state that the fact that a slaughtering license is issued by the Bureau of Animal Industry means that the said slaughtering establishment is government inspected and can ship inter-state in compliance with Federal Law. I will also state that the map, marked Respondent's Exhibit B-1 for identification has been identified by a number of witnesses, and the said witnesses have testified of their own knowledge that packing houses exist at the certain centers. For the convenience of the Commission and the Court and the attorneys I have had placed a red dot at the points where the witnesses have identified, and Respondent's Exhibit 48 shows slaughtering licenses for packing houses.

Mr. Taylor: I object to it as immaterial.

Examiner Sadler: The objection will be noted.

Mr. Horton: I wish to offer in evidence the Birmingham ledger of the Andalusia Packing Company, which has previously been identified as Exhibit A-17 for identification. In doing so I want it understood that I am offering that part of the ledger which is included under the index, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z.

Mr. Taylor: Do you wish to exclude from your offer any Birmingham sales that may be shown in any other part of the ledger offered in evidence?

Mr. Horton: No, I wish to include all Birmingham
2148 sales, but there are a number of sheets in the back of the ledger which refer to other accounts, such as insurance, discounts, feed, freight and drayage, fuel and light, First National Bank, which are obviously not a part of Mr. Allen's business.

Mr. Taylor: But if any of those accounts do show sales in Birmingham of Andalusia Packing Company's products, you do not wish to exclude them?

Mr. Horton: No; the point I am trying to get at is to show Mr. Allen's customers, who they were, and the size and volume of the business.

Examiner Sadler: Any objections?

Mr. Taylor: No objections.

Examiner Sadler: The book will be received and marked "Respondent's Exhibit 50."

(The book was received in evidence and marked Respondent's Exhibit No. 50.)

Mr. Horton: I wish to offer in evidence a book which has been identified as Commission's Exhibit A-19, and Respondent's Exhibit B-19, which is the consignment book of the Andalusia Packing Company; also a book which has been identified as B-21, which is a continuation of the consignment book of the Andalusia Packing Company.

Examiner Sadler: Any objection?

Mr. Haycraft: I call your attention, Mr. Horton, to the fact that in the exhibit for identification A-19 and B-19,
2149 the first consignment report of sales to E. P. Allen Company is Lot Number 5, dated October 12, 1916, and the last report is Lot No. 65, May 16th, 1917. Do I understand that for the purpose of your offer, that this exhibit contains all of the consignment reports between those two dates, of goods shipped to Mr. Allen?

Mr. Horton: The books are offered for what they do contain.

Mr. Haycraft: Well, the point I am trying to make is do you contend that they are complete records?

Mr. Horton: I intend to offer the book for what it does contain; for what the testimony of the witnesses who have identified the books show as to what it is.

Mr. Haycraft: I also call your attention to the fact that the same exhibit contains consignment report of J. W. Clarke Company of Lot No. 1 to Lot No. 55, Lot No. 1 being August 16th, 1916, and Lot No. 55 being May 14th, 1917; and ask you the same question?

Mr. Horton: The same answer.

Mr. Haycraft: Then I understand, Mr. Horton, in offering both these exhibits it is not your intention to convey the idea that they contain the consignment reports of all the sales made by the J. W. Clarke Company and the E. P. Allen Company for the Andalusia Packing Company?

Mr. Horton: To answer that question intelligently,
2150 Mr. Haycraft, I would have to review the testimony of the witnesses who have identified the book; and inasmuch as it is some little time since they testified, their testimony is not clear in my recollection now, as to the details of it. Therefore, the books are offered for what they do contain, of course, to be taken in conjunction with the testimony of the witnesses who have identified them.

Mr. Taylor: If these records are offered simply for the purpose of showing the shipments contained, there is no objection to them. If they are offered for the purpose of showing that those shipments and no other shipments on consignment were made to the respective parties, then they are objected to, in so far as they attempt to draw the negative conclusion that no further shipments may have been made.

Examiner Sadler: The objections will be noted and the books will be received and marked "Respondent's Exhibits 51 and 52, respectively."

(The books were received in evidence and marked Respondent's Exhibits 51 and 52.)

Mr. Horton: I also wish to offer in evidence book marked B-20 for identification, a continuation of the consignment sales to E. P. Allen.

Examiner Sadler: Any objection?

Mr. Taylor: My attitude as to this offer is the same
2151 as to the two preceding offers. I have no objection to

it if it is offered for the purpose of showing the existence of the contents, but I do object to it if it is contended that it is offered as evidence of the non-existence of matter not contained therein.

Examiner Sadler: The objection will be noted and the book will be received and marked "Respondent's Exhibit 53."

(The book was received in evidence and marked Respondent's Exhibit No. 53.)

Mr. Horton: I also wish to offer in evidence the ledgers of the Andalusia Packing Company, which were previously identified as exhibits for identifications, A-15, A-16 and A-18.

Mr. Taylor: Mr. Examiner, I have no objection to these ledgers if offered as evidence of the facts which they actually contain. I do object to them, however, if negative conclusions are sought to be proven by the exhibits.

Examiner Sadler: The objection will be noted and the books will be received and marked "Respondent's Exhibits 54, 55, and 56, respectively."

(The books were received in evidence and marked Respondent's Exhibits 54, 55 and 56.)

Examiner Sadler: Adjourn to ten o'clock A. M. Monday.

(Whereupon, at 12:15 P. M., the hearing was adjourned to Monday, September 12, 1921, at 10 A. M.)

2152 Docket 453

Chicago, September 12, 1921.

Met pursuant to adjournment. 10 A. M.

Before:

C. T. Sadler, Examiner.

Present: Parties as before.

Examiner Sadler: The hearing will come to order.

EDWARD A. FOX was thereupon called as a witness, and having been duly sworn, testified as follows:

Direct Examination by Mr. Horton.

Q. State your name, please?
A. Edward A. Fox.
Q. Where do you live, Mr. Fox?

A. Chicago.
Q. What is your business?
A. I am an Assistant Department Manager for Swift & Company.
Q. What department?
A. S. & W. Sales Department.
Q. And how long have you been in that department?
A. About twelve years.
Q. And does that department have charge of issuing the printed price lists gotten out by Swift & Company and
2153 the weekly differential letters, for the two southern plants at Moultrie and Andalusia?
A. Yes sir.
Q. You have charge of that matter?
A. Yes sir.
Q. Now, when did you issue the first—after the Moultrie plant was acquired by Swift & Company how were the prices fixed for that plant? Where were they fixed?
Mr. Taylor: Mr. Examiner, I object; no proper foundation has been laid for that question.
Examiner Sadler: The objection will be noted.
By Mr. Horton: Q. (Continuing) At Chicago or Moultrie?
A. At Moultrie.
Q. And did they issue their own price lists and their differential letters down there?
A. They did, at the beginning.
Q. And then did that situation change later?
A. Yes sir.
Q. When?
A. According to our records, we began issuing the differential sheet from Chicago on August 4, 1919.
Q. Is that the time that they were put out under printed forms?
A. They were then put out under a printed form.
2154 Q. And prior to that it was on a mimeographed form?
A. Yes sir.
Q. Now after you started issuing the printed form, how were any changes in price handled? Where did the suggestion first come from originally?
A. From Moultrie.
Q. And how would that be handled?

A. They would wire their suggestions in here and we would have the lists printed according to their suggestions.

Q. I show you two weekly differential letters, Number 37; one is for Andalusia, dated Chicago, September 12, 1921, and one is for Moultrie dated the same date. Were these the letters that were used in your regular business for those dates?

A. Those are our regular differential letters.

Mr. Horton: I wish to offer those in evidence.

Mr. Taylor: I object to these sheets as irrelevant and immaterial to the issues of the case.

Examiner Sadler: The objection will be noted. The sheets will be received and marked "Respondent's Exhibits 57 and 58" respectively.

(The papers were received in evidence and marked Respondent's Exhibits No. 57 and 58.)

Mr. Taylor: Are you through with your direct examination, Mr. Horton?

Mr. Horton: Yes.

Mr. Taylor: No cross.

2155 Examiner Sadler: The witness will be excused.

(Witness excused.)

Mr. Horton: I desire to offer in evidence a pamphlet issued by the United States Department of Agriculture, Bureau of Animal Industry, compiled by John Roberts of the Editorial Office of the said Department, entitled "Trend of Meat Production, Consumption, and Foreign Trade in the United States, 1907 to 1919." I understand that counsel for the Commission has no objection because the said document is not certified under the seal of the Department, and no objection to the further fact that a copy is offered in lieu of the original; and that the document offered may be received with the same faith and credit as though it were issued under the seal of the department. It is understood, of course, that the document offered is a true and correct copy of the original, and if it is found that it is not, why, such corrections as may be necessary may be made to conform with the original.

Mr. Taylor: There are no objections to it on the ground mentioned by counsel for the respondent, it being understood that the document is to be received subject to correction, if any. I do object, however, to it on the ground that it is irrelevant to the issues of the case, and on the further ground it is incompetent, the information being collected from vari-

ous sources and through various channels regarding
2156 which no opportunity is given to cross-examine.

Examiner Sadler: The objections will be noted and the pamphlet will be received and marked "Respondent's Exhibit 59."

(The paper was received in evidence and marked Respondent's Exhibit 59.)

Mr. Horton: We close our case, Mr. Examiner.

Mr. Taylor: Mr. Examiner, I desire to offer a few exhibits in this case which have been referred to from time to time heretofore. First I wish to call attention to the fact that on page 99 of the record I offered in evidence a paper which was marked "Commission's Exhibit 57," being the first two pages of O. C. E. Mathies' report and at that time reserved the right to offer the subsequent pages of that report, should I so elect. I now wish to offer the remaining pages of that report, those pages to be added to the first two pages as originally offered, and the report as a whole to bear the same exhibit number which it already bears, namely, 57; and in making this offer I do it with the understanding that a copy of the additional pages may be substituted for the original, as was done in the case of the first two pages.

Examiner Sadler: Any objection?

Mr. Horton: I have no objection to this report as a report, but this report was made by Mr. Mathies hur-
2157 riedly, and without a great deal of time to go into detail, and the facts shown here may be correct as such; and if it later develops that it is called to our attention that any of them are incorrect, I would like to reserve the opportunity to explain them and get down to what the correct facts are. There is quite a broad field covered by the report and I do not feel that it is desirable at this time to take the proposition up and analyze it, but to wait for the development of points as they may be applicable to the case.

Examiner Sadler: The objection will be noted and the report will be received and attached to Commission's Exhibit No. 57.

Mr. Taylor: That is, the report as a whole will appear as Commission's Exhibit No. 57. Mr. Examiner, I also wish to offer in evidence at this time the ledgers of M. M. Stanaland, which have already been marked for identification as Exhibits A-26 and A-27.

Examiner Sadler: Any objection?

Mr. Horton: No objection.

Examiner Sadler: The ledgers will be received and marked "Commission's Exhibits 201 and 202" respectively.

(The books were received in evidence and marked Commission's Exhibits 201 and 202.)

Mr. Taylor: Mr. Examiner, I wish to offer in evidence here a duplicate of the lease executed by Swift &
2158 Company to the Moultrie Stock Yards, under date of August 2nd, 1920. I offer this duplicate lease without first having it identified, as I understand it is admitted by Mr. Horton that it is a true copy of the original lease which was executed between these parties.

Mr. Horton: I not only admit it, but it is correct that it is a true and correct copy of the original lease.

Examiner Sadler: Any objection?

Mr. Horton: No objection.

Examiner Sadler: The lease will be received and marked "Commission's Exhibit 203."

(The paper was received in evidence and marked Commission's Exhibit No. 203.)

Examiner Sadler: Adjourn to 1:00 P. M.

(Whereupon, at 12 M., a recess was taken until 1.00 P. M.)

After Recess.

JOHN M. CHAPLIN was thereupon recalled as a witness, having been previously duly sworn, and testified as follows:

Direct Examination by Mr. Haycraft.

Q. Mr. Chaplin, are you the same Mr. Chaplin who has testified heretofore in this proceedings?

A. Yes sir.

2159 Q. And you were asked, were you not, on cross examination a few days ago, to prepare a statement showing the weights of meat shipped in car routes operating out of Moultrie and Andalusia plants?

A. Yes sir.

Q. That is, for the years 1919 and 1920?

A. Yes sir.

Q. Have you prepared that statement?

A. Yes sir.

Q. And is this the statement that you have before you?

A. It is.

Q. Has this been checked so that you are satisfied it is a correct statement?

A. Yes sir.

Q. What did you check it against, or compare it with?

A. It is made from a statement kept in our car route department, which was prepared from reports received from these two plants.

Q. That is, these reports were regular reports that you received?

A. Yes sir, regular weekly reports.

Q. That is, the plant was required to furnish your department weekly a report of the volume of sales of the various kinds of meats?

A. Yes, sir.

2160 Q. Now, in the first column I notice on this statement on the lefthand margin the months and the year, and in the second column you have "Fresh meats"; what fresh meat does that include?

A. Beef, mutton, veal, and pork.

Q. And then you have figures opposite the various months, which I take it indicate the volume of sales of that particular kind of meat during that month?

A. That is correct.

Q. In the third column you have "Cured Meat", what does that include?

A. Sweet pickle pork, dry salt pork, smoked pork, and perhaps a little cured and smoked beef.

Q. A percentage of smoked beef, would be very small?

A. It would be very small.

Q. In the fourth column you have lard compound and oils. What do you mean by "oils"?

A. Cooking oil.

Q. Lard compound, is that also lard substitutes?

A. Yes sir.

Mr. Horton: Pardon me. Isn't that lard comma compound and oils?

The Witness: That is correct; that is both the hog lard and the compound lard.

2161 By Mr. Haycraft: Q. Yes. There should be a comma after the word "lard"?

A. Yes.

Q. Now, would this compound be manufactured at Moultrie, or would that be something that came in from the out-

side, the lard compound?

A. My impression is that it was shipped in from the outside.

Q. Now, in the next column are the "Miscellaneous." What would be included in that?

A. It would be sausage, boiled ham, casings, soap, canned goods, and all the other miscellaneous products that we handle, butter, eggs, and cheese.

Q. All the other Swift & Company products that were sold through the car routes operating out of Andalusia and Moultrie?

A. That is correct.

Q. Now then under the fresh meat could you estimate at all the proportion of pork or beef? That is to say, would the volume be more pork than beef, or more beef than pork?

A. I don't know. I have no means of knowing that.

Mr. Haycraft: I wish t ooffer this exhibit in evidence.

Examiner Sadler: Any objection?

Mr. Horton: No objection to the exhibits as an exhibit.

Examiner Sadler: The statement will be received and marked "Commission's Exhibit 204."

2162 (The paper was received in evidence and marked Commission's Exhibit 204.)

By Mr. Haycraft: Q. Do I understand you correctly, Mr. Chaplin, that this statement includes only the products that were sold from what is known as peddler cars operated under the jurisdiction of the car route department out of Andalusia and Moultrie?

A. Yes sir.

Q. And would not include sales of similar products made direct from the plants to branch houses of Swift & Company?

A. No, it does not include any shipments to branch houses.

Q. I notice that the last entry you have here for Andalusia is marked "March, 1921." Is that the last shipment made by the Andalusia plant?

A. Yes, that is correct. We went out of the car route business at Andalusia.

Mr. Haycraft: That is all.

Examiner Sadler: Any cross-examination, Mr. Horton?

Cross-Examination by Mr. Horton.

Q. Mr. Chaplin, do you know whether or not these two plants did a considerable volume of sausage business?

A. Yes.

Q. And do you know what kind of meats went into the sausage, that is to say, whether it was the meat slaugh-
2163 tered at Andalusia and Moultrie plants, or whether part of it was part hard northern meats?

A. A considerable part of practically all sausage had to be northern hard meat; possibly fifty per cent.

Q. Fifty per cent. on the average, you think it could be?

A. Yes, sometimes it would be more than that; sometimes less.

Q. And when meat was shipped down there for sausage how was it classified there, fresh meat or miscellaneous?

A. Sausage would be in miscellaneous.

Q. Yes; but where would the meat be that was shipped down to make the sausage?

A. Any meat that we shipped down for sausage, if it was fresh meat, would be classed as fresh meat; it would be received at the plant as so much fresh meat.

Q. And when it was shipped out, it would be what?

A. It would be shipped out as sausage; it would be classed in this car route statement as "miscellaneous."

Q. That is, on the corresponding statement showing what Andalusia shipped out or Moultrie, as the case may be?

A. Yes.

Q. Now isn't it also possible or probable that meat could be shipped down there as fresh meat and cured down there and shipped out as cured meat from those plants?

A. Yes, that is quite possible.

2164 Mr. Horton: That is all.

Mr. Haycraft: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

Mr. Horton: At the request of counsel for the Commission relative to the status of the Georgia corporation, the Moultrie Packing Company, and the Alabama corporation, the Andalusia Packing Company, I will say that no formal action has ever been taken by Swift & Company towards the dissolution of either corporation. However, under date of November 12, 1919, the Secretary of State for the State of Georgia writes: "Replying to your letter relative to the Moultrie Packing Company having retired from business in 1918, beg to advise that I have taken their name from our register. In regard to the surrendering the charter of this company, the code of Georgia, 1910, will give you full information as to how this should be done. Yours truly, S. G. Mc-

Lendon, Secretary of State." The matter apparently rests there. Nothing further has been done. With regard to the Alabama Corporation, on July 21, 1920, in response to a circular form requesting a return on capital stock tax, received from the Collector of Internal Revenue at Birmingham, Alabama, the said Collector was informed that the company had retired from business, sold and disposed of all its property and went into liquidation March 31, 1918, and
2165 has not since carried on or done business within the meaning of the regulations approved July 21, 1920, relating to the capital stock tax. It may be that these corporations are dissolved by operation of law. On that point I have no definite information.

Mr. Taylor: No reply has been received from the Secretary of State of Alabama to the report which you last referred to, in regard to the Andalusia Packing Company?

Mr. Horton: The correspondence with the Alabama official was with the Collector of Internal Revenue; not with the Secretary of State; and no reply has been received from him.

Mr. Taylor: That is a Federal Collector of internal revenue, or a State collector?

Mr. Horton: State collector.

Mr. Taylor: There has been no correspondence with the Secretary of State in regard to the Andalusia Packing Company?

Mr. Horton: Not that I find in the files.

Mr. Taylor: And no steps have been taken by Swift & Company to dissolve either corporation legally?

Mr. Horton: That is my understanding.

J. R. KITCH was thereupon called as a witness and having been duly sworn, testified as follows:

Direct Examination by Mr. Taylor.

Q. State your name, please?

2166 A. No sir, I do not.

Q. You are dating your observation back to the time you were in Andalusia?

A. Yes sir.

Q. And that is eighteen months or two years ago?

A. Yes sir.

Mr. Horton: That is all.

Mr. Taylor: That is all.

Examiner Sadler: The witness will be excused.

(Witness excused.)

Mr. Taylor: Mr. Examiner, this completes the Commission's rebuttal.

Examiner Sadler: I understand the case is closed, then, for both sides?

Mr. Taylor: Yes.

Examiner Sadler: Under the Commission's rule, which was amended on May 20th, it provides that within ten days after receipt of the proposed findings of fact and proposed order, the attorneys for the respondent and for the Commission shall file in writing their exceptions, if any, to such proposed findings and order, and said exceptions shall specify the particular part or parts of the proposed findings of fact or proposed order to which exception is made, and said exceptions shall include any additional findings and any change in or addition to, proposed order which either
2167 party may think proper. Citations to the record shall be made in support of such exceptions.

Regarding time for filing briefs, the attorneys for the Commission will have thirty days after the receipt of the proposed findings of fact and proposed order, and the attorneys for the Respondent will have twenty days after the receipt of the brief prepared by the attorneys for the Commission in which to file their brief. The briefs, in each instance, shall be filed with the Secretary of the Federal Trade Commission.

The hearing is closed.

(Whereupon, at 5:00 P. M., the hearing in the above entitled matter was closed.)

2168 UNITED STATES OF AMERICA,

BEFORE FEDERAL TRADE COMMISSION: ss.

Federal Trade Commission
vs.
Swift & Company.
} Docket No. 453.

I, Otis B. Johnson, Secretary of the Federal Trade Commission, do hereby certify that hereunto annexed are true and correct copies of exhibits to testimony in the above en-

titled case as stipulated by and between attorneys for the respective parties, except those being forwarded as physical exhibits.

That these exhibits are certified to the United States Circuit Court of Appeals for the Seventh Circuit, by reason of the filing in the said Court of a petition for review of the Order entered by the said Federal Trade Commission under date of August 3, 1922.

OTIS B. JOHNSON.

OTIS B. JOHNSON,
Secretary, Federal Trade Commission.

(Seal)

Endorsed: Filed Sep 24 1923 Edward M. Holloway, Clerk.

2169 COMMISSION'S EXHIBITS.

Federal Trade Commission

vs.

Swift & Company.

sion's bit No. 1. 2170 COMM. EX. NO. 1.

Federal Trade Commission
v.
Swift & Co.
} Docket No. 453

Exhibit No. 1—Feb. 9/21.
Witness: Smithwick.

Chicago, May 19, 1917.

Mr. Edward F. Swift.
Second Floor.

My trip to Moultrie was a disappointment as far as the cattle prospects are concerned; and the same is true of everything that I have seen in the South about cattle.

They only have one bed, but claim they can kill 40 cattle a day, or 80 in two days. If they can do this, it will crowd their coolers awfully. But it takes about 80 cattle of the kind that they have got to make 20,000 pounds of beef.

Here is about the way they handle the cattle transactions

for Swift & Company: Brooks says—"I will show you three carloads to be unloaded shortly. Shipper says will weigh over 600# and wants 7¼c for them." I saw the cattle which weighed 475# empty off cars. They were thin steers and bulls mixed. He tried to get a lower price than 7¼c. He tried to throw out some at a separate price, but shipper refused—threatening to load them up for Jacksonville, so he accepted them at the price. I don't doubt that they proved quite dear, but the experience will be worth something.

I am anxious to find out how the Canners from New Orleans proved, but I have made up my mind that cattle killing in the South is not as rosy as it is painted, which is partially proved from the fact that Mr. Lavery has had a free lance for a good many months to have them bought where he could and get them killed wherever he could, and while he has done some of it he has come to a standstill and quit.

The canning cattle are bringing pretty close to St. Louis prices.

It would be a good scheme to buy and kill a better quality of cattle in the South and sell them locally, if they could be secured, but they cannot now—but we could work into this gradually. We would need to put a young man there under Mr. Brooks who might look after the cattle buying
2171 and beef selling; he might also work into sheep and lambs and possibly assist on the hog buying if he had the right ability.

The Pork handling of the Moultrie business seems highly flattering to me.

LOUIS F. SWIFT.

Dict. LFS
BHS
Copies—CHS GFS, Jr WBT HCC

nission's hibit No. 2. 2172

COMM. EX. 2.

Copies—EHS GFS, Jr WBT LAC

Docket 453
Exhibit 2
Feb. 9/21
Witness: Smithwick

Chicago, May 19, 1917.

Private:
Mr. Edward F. Swift,
Second Floor.

Mr. Vereen, who is president of the Moultrie Banking Company, the oldest and best bank in Moultrie, is also president of the packinghouse. He is also a large owner in a cotton oil mill, a cotton cloth mill and a mattress factory—alll at Moultrie. He is a very nice gentleman.

About Brooks (Superintendent): He worked in the Sausage Department of Swift & Company, Chicago a number of years and is a pretty shifty kind of fellow—something like Harding. Think that he has had more to do than he could do justice to. He says that he wants to remain with us.

There are a good many other packing propositions in the South that are taking form; viz.—

Tifton. 30 miles from Moultrie. New plant has foundations just started. Understand from Brooks same size as Moultrie.

Mr. Tift, the head man of Tifton, is pushing this the same as Mr. Vereen did at Moultrie. No doubt the plant will be offered to us and others later on.

Waycross. A small plant now in operation, owned by the Ice Company and Electric Light Company. Fairly successful.

Macon: A brewer there, since prohibition, has turned his brewery over to a packinghouse proposition. May be ready for operation in six months or a year.

Atlanta: Our former manager, Mr. Whyte, has a small packing company here. Successful.

There is a big stockyards here, adjoining Whyte, but they are dead: they cannot establish a market, and Whyte has to buy in the country.

Chattanooga: Mr. Whyte is also a director and part owner with Mr. Allison of a small packing company here.

2173 Nashville and Louisville: I had a good look at the country from the train around Nashville, and what I already know about Louisville makes me think that these two cities are separate propositions.

While the Moultrie neighborhood is another proposition, a place like Montgomery or Atlanta are in between and really don't amount to anything except the local feature.

LOUIS F. SWIFT

Dict. LFS
BHS

2174 Docket 453—Exhibit 3
Feb. 9/21
Witness: Smithwick.

Commis... Exhibit... 3 and...

Chicago, May 19, 1917.

Mr. Edward F. Swift,
Second Floor.

The Moultrie Packing Company killed only 73 cattle in April.

If we put a young man there that understands the beef business and he uses ingenuity in getting the right kind of cattle and shipping them promptly, I suppose we could do 750 a month.

They killed 7,000 hogs in April. Have a capacity of 12,000 to 15,000 if properly handled.

LOUIS F. SWIFT

Dict. LFS
BHS
Copies CHS GFS, Jr WBT HCC

2175 Docket 453
Exhibit No. 4
Feb. 9/21
Witness: Smithwick

Chicago, May 19, 1917.

Mr. Edward F. Swift,
Second Floor.

I visited the Moultrie plant, and the only thing that I could find that might be against the plant, was the sewage which is taken about 3,000 feet to a creek, and there has been some complaint from the residents.

Brooks says this complaint is all satisfied now by an antiseptic tank that cost $190.00
Should want an authority from Superintendent's Department to check this; and the same party to lay out a plan for

changing their single cattle beds to double cattle beds; and also to lay out a plan for tallow tanks as they have none now; also for a general increase in cattle and hog coolers and curing.

LOUIS F. SWIFT

Dict. LFS
BHs
Copies—CHS GFS, Jr WBT HCC

ssion's
bits Nos.
d 6.

2176 Docket 453
Ex. No. 5
Feb. 9/21
Witness: Smithwick.

Chicago, May 19, 1917.

Mr. Edward F. Swift,
Second Floor.

If we do anything with the Moultrie proposition, I should want it understood that we continue to run under the same name for a few months anyhow—until we got acquainted with it; and that absolutely no changes are to be made in their manner of making products—but continue in the same channels for at least one month until we know more about them.

My reason for the above is that there are so many soft hogs that I don't want the question of Swift & Company's brands involved for the time being.

LOUIS F. SWIFT

Dict. LFS
BHS
Copies—CHS GFS, Jr WBT HCC

2177 Docket No. 453
Ex. No. 6
Feb. 9/21
Witness: Smithwick.

Swift & Company
Union Stock Yards
Chicago

November 23, 1917.

Messrs. Albert H. & Henry Veeder,
76 W. Monroe Street,
Chicago, Ill.

Gentlemen:

Purchase of Assets Moultrie Packing Co.

Swift & Company is purchasing the business of the Moul-

trie Packing Company, including land, buildings and other fixed assets, inventory of product and supplies accounts, in short, the net assets of the Moultrie Packing Company as shown on their balance sheet of November 3.

These assets will be purchased at book value.

We have not yet received Moultrie Packing Co's balance sheet of November 3, and cannot furnish you the figures for a few days. Howeevr, in view of the fact that the new stamp tax on conveyances becomes effective on December 1st, will you please arrange to have the necessary deeds, etc. prepared so that upon receipt of information from Moultrie, the transfer may be effected before December 1st.

Will you also proceed to take the necessary steps towards consummating the transfer including such directors and stockholders meetings as may be necessary.

Awaiting your reply.

Yours respectfully,

SWIFT & COMPANY
Per JGS (signed)

JGS:GG
Gen. Acctg. Dept.

2178 Docket 453
Exhibit No. 7
Feb. 9/21
Witness: Smithwick

Commission Exhibit No.

November 26, 1917.

Swift and Company
General Accounting Department.
Chicago.

Gentlemen:—

Purchase of Assets—Moultrie Packing Company.

Referring to yours of November 23, we have prepared and forwarded to Mr. F. S. Hayward for execution warranty deed and bill of sale from Moultrie Packing Company to Swift and Company (Illinois), conveying and transferring all the real estate under date of November 24, and the business and personal property of the Moultrie Packing Company to Swift and Company (Illinois) under date of November 3, 1917.

We will prepare minutes for the necessary corporate meetings to make this transfer effectual.

Yours very truly,

MW/NA

mission's xhibit No. 8.

2179 Docket 453
Ex. No. 8
Feb. 9/21
Witness: Smithwick

November 28, 1917.

Messrs. Albert H. & Henry Veeder,
76 W. Monroe Street,
Chicago, Ill.

Gentlemen:

Moultrie Packing Co.

Referring to our letter of the 23rd, and your reply of the 26th, in regard to the above, we desire to purchase the net assets of the Moultrie Packing Company as represented by their Asset and Liability statement of November 3.

The assets of the Moultrie Packing Company were as follows:

Cash	$ 24,425.63
Inventory	243,789.18
Accounts Receivable	37,279.94
Deferred Expenses	3,560.63
Fixed Investment	305,645.89
Total	614,701.27
Less Accounts Payable and accrued expenses	436,186.18
Net purchase amount	178,515.09

Confirming our telephone conversation, Swift & Company owns 956 out of a total of 966 shares of the capital stock of the Moultrie Packing Company, the other 10 shares being owned by a party by the name of Vick, and we are unable to locate these shares at this time.

We have a contract, however, with a banker in Moultrie who contracted to sell us all the stock and whereby he agrees to deliver the full number of shares, and presumably we can hold him responsible for the delivery of the 10 shares now required, at the price we contracted to pay for them. However, to avoid any possibility of objection on the part of the owner of the 10 shares in question, and of his failure to acquiesce in the sale, presume that you will arrange to have the stockholders representing the 956 shares ratify the action of the directors.

If there is any further information that you desire please let us know.

Yours respectfully,
SWIFT & COMPANY,
per JGS (sgd)

JGS:GG
Gen. Acctg. Dept.

2180 Docket 453
Ex. 9
Feb. 9/21
Witness: Smithwick.

Commission Exhibits 9 and 10

November 30, 1917.

Swift and Company,
General Accounting Dept.,
Chicago.

Moultrie Packing Company.

We have received yours of November 28, and hand you herewith copy of our letter of this date to Mr. F. S. Hayward, also copy of minutes of special meeting of the Board of Directors of the above Company, held November 3, 1917.

If these minutes are not in satisfactory form please notify us promptly and we will correct them.

Yours very truly,

MW:R

2181 Docket No. 453
Ex. No. 10
Feb. 9/21
Witness: Smithwick.

November 30, 1917.

F. S. Hayward, Secy.,
Swift and Company,
Chicago.

Dear Sir:

Moultrie Packing Company.

We herewith hand you minutes of special meeting of the Board of Directors of the above Company, held November 3, 1917.

These minutes should be signed by Mr. C. A. Peacock, Secretary of the meeting, and duly entered in the record book of the Company.

Yours very truly,

MW:R

mmission's Exhibits Nos. 1 and 12.

2182 Docket No. 453
Ex. No. 11
Fed. 9/21
Witness: Smithwick

December 18, 1917.

Mr. F. S. Hayward,
Secretary, Swift and Company,
Chicago.

Dear Sir:—

Moultrie Packing Company.

Please send us as promptly as possible a list of the stockholders of the above company, showing the number of shares held by each, and oblige

Yours very truly,

2183 Docket No. 453
Ex. 12
Feb. 9/21
Witness: Smithwick.

Swift and Company
Union Stock Yards
Chicago

F. S. Hayward
Secretary.

December 19, 1917.

Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Illinois.

Gentlemen:

As per your request of the 18th inst., below please find list of stockholders of the Moultrie Packing Company and the number of shares held by each:

T. H. Ingwersen	150 shares
F. J. King	125 "
H. C. Carr	125 "
E. B. Kixmiller	86 "
O. C. E. Matthies	5 "
W. B. Traynor	150 "
C. A. Peacock	150 "
J. J. McGuire	150 "
F. A. Luchsinger	5 "
W. C. Vereen	5 "
C. H. Wallow	5 "
W. T. Vick	10 "
	966 "

Yours truly,
F. S. Hayward (sgd)

2184 December 20, 1917. Commission Exhibit 13.
Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 13
Commission's Date Feb. 9, 1921
Witness Smithwich Reporter Brady

Mr. F. S. Hayward,
Secy., Swift and Company,
Chicago.

Dear Sir:

Moultrie Packing Company

On November 3, 1917, the Board of Directors of the above Company at a meeting held at Chicago, adopted a resolution authorizing and directing the President of the Company to sell all the business and property of the Company to Swift and Company, and this sale has since been effected.

A meeting of the stockholders should now be held at Moultrie, Georgia, for the purpose of ratifying such sale, and we have prepared and enclose herewith the following papers:

(1) Call of Special Meeting of stockholders which should be signed by all the Directors of the Company, namely,

Messrs. T. H. Ingwersen
F. J. King
H. C. Carr
E. B. Kixmiller
O. C. E. Matthies
F. A. Luchsinger
W. C. Vereen

(2) Minutes of Special Meeting of Stockholders.

(3 Proxies of

Messrs. T. H. Ingwersen
F. J. King
H. C. Carr
E. B. Kixmiller
O. C. E. Matthies
W. B. Traynor
C. A. Peacock
J. J. McGuire

(4) Form of Notice of Meeting.

2185 (5) Affidavit of mailing notice of meeting.

The By-laws of this Company provide that a Special Meeting of the stockholders may be called by the Board of Directors, and notice thereof shall be given in the same man-

ner as is provided with respect to Annual Meetings. The notice for an Annual Meeting is required to be given to each stockholder of record appearing on the books, by sending through the post-office to their addresses appearing on the books, at least ten days prior to the meeting, a written or printed notice signed by the Secretary stating the time and place of holding such meeting.

Please arrange to hold this meeting of the stockholders and see that notice is given as required by the by-laws.

The affidavit of mailing notices should be duly executed by the Secretary before a Notary Public and preserved with the records of the Company.

Please let us know the date this meeting is held and oblige.

Yours very truly,

MW-W

mission's
chibit No.
a.

2186 Moultrie Packing Company.

Call of Special Meeting of Stockholders.

We, the undersigned, being all the Directors of the Moultrie Packing Company, do hereby call a Special Meeting of the stockholders of said Company to be held on the day of 19 at the office of the Company in the City of Moultrie and State of Georgia, at 10 o'clock in the forenoon, for the purpose of ratifying the sale of the property and business of this Company to Swift and Company and for the transaction of any other business that may come before said meeting.

Dated December 21, 1917.

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Federal Trade Commission
vs.

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Docket No. 453 Exhibit No. 13 a
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady
MW-L

2187 Federal Trade Commission

vs.

Docket No. 453 Exhibit No. 13 b
Commissions Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

Commission Exhibit 13b.

MINUTES OF SPECIAL MEETING OF STOCKHOLDERS OF MOULTRIE PACKING COMPANY HELD

A Special Meeting of the stockholders of the Moultrie Packing Company was held at the office of the Company in the City of Moultrie, State of Georgia, December , 1917, at 10 o'clock in the forenoon pursuant to call by the Board of Directors and notice to each stockholder as required by the by-laws.

The following stockholders were present:

In Person:	No of Shares
F. A. Luschinger	5
W. C. Vereen	5
C. H. Wallow	5
By Proxy:	
T. H. Ingwersen	150
F. J. King	125
H. C. Carr	125
E. B. Kixmiller	86
O. C. E. Matthies	5
W. B. Traynor	150
C. A. Peacock	150
J. J. McGuire	150
	956

representing a majority of the stock of the Company.

Mr. was chosen to preside as Chairman of the meeting, and Mr. C. H. Wallow, Secretary of the Company, acted as Secretary of the meeting. The Chairman announced that this meeting was called by the Board of Directors for the purpose of ratifying the sale of the property and business of this Company to Swift and Company. The Secretary thereupon read the call, which is as follows:

"Moultrie Packing Company

Call of Special Meeting of Stockholders

We, the undersigned, being all the Directors of the Moul-

trie Packing Company, do hereby call a Special Meeting of the stockholders of said Company to be held on the day of 19..... at the office of the Company in the City of Moultrie and State of Georgia, at 10 o'clock in the forenoon, for the purpose of ratifying the sale of the property and business of this Company to Swift and Company and for the transaction of any other business that may come before said meeting.

2188 Dated December 21, 1917."

The following preamble and resolutions were offered, and after full consideration and discussion on motion duly seconded, were unanimously adopted:

Whereas, The Board of Directors of this Company at a meeting held at the office of the Company in the City of Chicago, State of Illinois, November 3, 1917, duly adopted a resolution authorizing and directing the President of this Company to sell to Swift and Company all the business and property of every description and wheresoever situated belonging to this Company at the book value thereof as shown by the books of the Company at the close of business on November 3, 1917, and the assumption by said Swift and Company of all the debts, contracts, obligations and liabilities of this Company at the close of business on said date, and

Whereas, Pursuant to said authority the President of this Company has sold all the business and property of this Company to Swift and Company for the consideration aforesaid; and

Whereas, Said price is a full and adequate consideration for the same,

Now, Therefore, It Is Hereby

Resolved, That the action of the Board of Directors and the President of the Company in disposing of the property and business of this Company to said Swift and Company as aforesaid, be and the same is hereby in all respects ratified, approved and confirmed, and

Resolved, That this Company be wound up, liquidated and its net assets be distributed among the stockholders in proportion to their holdings, and

Resolved, That the Board of Directors of this Company be and they are hereby authorized and directed to take any action that may be necessary to carry into effect these resolutions.

There being no further business presented, the meeting on motion duly made and seconded, adjourned.

.....
Secretary of the Meeting

.....
Chairman of the Meeting

2189 Moultrie Packing Company

Comm... Exhib... 13c ...

Notice of Special Meeting of Stockholders

A Special Meeting of the stockholders of the Moultrie Packing Company will be held at the office of the Company in the City of Moultrie, State of Georgia, on the day of 19 at ten o'clock in forenoon, for the purpose of voting on the question of ratifying the sale of the property and business of this Company to Swift and Company, and for the transaction of any other business that may come before the meeting.

C. H. WALLOW
Secretary Moultrie Packing Company

By Order of the
Board of Directors.

Federal Trade Commission
vs.

.....

Docket No. 453 Exhibit No. 13 C
Commission's Date Feb. 9, 1921
Witness Smithwich Reporter Brady

2190 State of Georgia
Colquitt County

C. H. WALLOW, being duly sworn deposes and says that he is the Secretary of the Moultrie Packing Company, a corporation of the State of Georgia; that on the day of 19 , he caused a notice of the Special Meeting of the stockholders of said Company to be held at Moultrie, Georgia, on the day of 19 , a copy of which is hereto annexed, to be mailed in a sealed wrapper, postage prepaid, addressed to each stockholder of record of said Company to his address as the same appears on the books of the Company.

.....

Subscribed and Sworn to before me this day of 19 .

Notary Public
Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 13 D
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

January 10, 1918.

mission's hibits Nos. and 15.

2191

Mr. F. S. Hayward,
Secretary Swift and Company,
Chicago.

Dear Sir:

Moultrie Packing Company

Referring to ours of December 20th, kindly let us know whether the special meeting of the stockholders of the above company has been held and the date thereof, and oblige

Sincerely yours,

Federal Trade Commission
vs.

MW-O

Docket No. 453 Exhibit No. 14
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

2192

Swift and Company
Union Stock Yards
Chicago

January 11, 1918.

F. S. Hayward
Secretary.

Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 15
Commission's Date Feb. 9, 1921
Witness Smithwich Reporter Brady

Messrs. Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Illinois.

Gentlemen:—

Moultrie Packing Company

In reply to your letter of the 10th will say that special

meeting of the stockholders of the above company was duly held January 5, 1918, and we have minutes and all other papers signed and in our possession.

Yours truly,

F. S. HAYWARD

P. S.—We have not yet received copy of warranty deed and general bill of sale asked for in our letter of December 18th.

2193 January 14, 1918. Commiss Exhibit 16 and

Mr. F. S. Hayward,
Secretary, Swift and Company,
Chicago.

Dear Sir:

Moultrie Packing Company

As requested in yours of January 11th, we hand you herewith copy of Warranty Deed and General Bill of Sale from Moultrie Packing Company to Swift and Company.

Sincerely yours,

Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 16
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

MW-O

2194

Copy

Chicago, Ill., June 28, 1917.

Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 17
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

Mr. T. E. Henderson,
First National Bank of Andalusia,
Andalusia, Alabama.

Dear Sir:

Referring to telegrams exchanged in reference to the purchase of the capital stock of the Andalusia Packing Company, which resulted in your wiring on June 26 as follows:

"H. C. Carr,
U. S. Yards, Ill.

I confirm the sale of all the shares of the capital stock of

the Andalusia Packing Company to your company at seventy dollars per share subject to conditions stated in option and I anticipate no trouble in this respect but will take three or four days to get it together.

T. E. HENDERSON."

In completing this transaction, would like to have you and Mr. Darling furnish the following guarantees, which presume you will be perfectly willing to do:

(a) Guarantee that balance sheet of May 1, 1917 is correct, and all liabilities as stated.

(b) Guarantee all outstanding accounts.

(c) Guarantee that the inventory represents sound value.

Also in completing the transaction, our attorneys advise that they will want the following documents:

1. Contract of purchase and sale;

2. Certified copy of the charter of the corporation;

3. The minute book of the corporation containing its by-laws. If the by-laws are not contained in the minute book, then a copy of the by-laws certified by the Secretary of the company;

4. Certificate of the Secretary of State of Alabama,
2195 or of the Probate Judge of the County wherein the corporation is located, whichever is the proper officer, that the corporation has paid its annual franchise taxes and is in good standing;

5. Certificates of stock representing all of the outstanding stock of the corporation, endorsed in blank, and if endorsed by an administrator, executor, trustee or other fiduciary, we will have to have with such certificates, in the case of executors, administrators or guardians, letters certifying to their appointment; in the case of executors, certified copy of will; in the case of trustees, the trust instrument or a certified copy of the will under which the trustee is acting. We will also require the original stub book against which to check the outstanding certificates; Guarantee that certificates sent are all that are outstanding;

6. We should have the resignations, to take effect when accepted by the Board of Directors, of each director and officer, the understanding being that the directors and officers will continue to act until their successors are elected and qualify;

7. We will have to have the abstracts or search the titles, showing titles to date free from material defects, including

in such abstracts, search for judgments, tax liens and lis pendens. We should also have the opinion of a local attorney as to the titles. This could be waived if there are no local questions arising upon an examination of the abstracts in our office, but if such an opinion does not accompany the original papers, there will be delay until we can examine the abstract and then ask for the opinion. Time will be saved by having the opinion sent on in the first place;

8. We shall have to have the tax and assessment receipts for the tax year 1916.

9. We assume that the title to all the properties owned or leased is in the name of the corporation. If titles are held in any other name, we should have assignments or deeds conveying the properties either to the corporation or to our nominee.

Probably in order to save time, after you have everything in shape, it would be advisable to have our attorney proceed to Andalusia and go over the documents so that if
2196 any minor defects are to be corrected the matter can be taken up immediately and the defect quickly cured.

Suggest you advise by letter or by wire, whichever you prefer, if you will comply with the above and when you will be ready.

Yours truly,

H. C. CARR

HCC AG
Copy LFS EFS GFS LAC HV JMC

2197

Copy

Commission's Exhibit 18.

Andalusia Packing Company

Copies Sent
LFS,
EFS,
CHS,
GFS,
LAC,
JMC,
HV.

July 2, 1917.

Federal Trade Commission
vs.

Docket No. 453 Exhibit No. 18
Commission's Date Feb. 9, 1921.
Witness Smithwich Reporter Brady

H. C. Carr,
Union Stock Yards,
Chicago, Ill.

Dear Sir:

We have your favor of the 28th ult. contents of which have

been carefully noted and in reply thereto beg to advise you as follows:

(a) We will be willing to attach to the contract of purchase and sale a list of all the obligations of the Andalusia Packing Company representing borrowed moneys and guarantee that this list covers all the liabilities of said Company for moneys borrowed, reserving to ourselves the right to make any corrections in said list of obligations that we might have found from May 1st to date the contract of purchase and sale is signed.

As regards to liabilities other than those representing moneys borrowed—At the time that this inventory was made, specific instructions were given the office to enter each and every invoice for material, supplies or otherwise, covering any articles or thing that had been received at the Plant and that had been included in the inventory, and, of course, I presume that this was done but should it develop that one or more invoices should have been overlooked and if we can show that the Company had value received for said invoices, we will not be held responsible for the omission of said entry. Of course, I do not know of any that were not properly entered at that time and the manager and
2198 bookkeeper in the office advise me that they know of none that were not properly entered at the time. If, however, a claim should be made or account presented for which the Company did not have value received, or is otherwise fraudulent or forged, we will assume full responsibility for this.

(b). We will not guarantee that the outstanding accounts due this Company will be paid.

Your representative, Mr. Mattheis, had full access to the books while here and we gave him all the information possible to give any one relative to their genuineness as well as the general standing and promptness of each payor.

(c). The inventory, as of May 1st, was taken under the instructions and supervision of our manager, Mr. Conner, for the information of the Directors of this Company only and not with any other view in mind except the sale of the products in the regular channels of trade.

You are perfectly welcome to interrogate Mr. Conner or any other employes of the Company as to the correctness of the inventory when taken and I understand that your Mr. Matthies did this while here: should you have any doubt, whatever, of the soundness of our present stock, and invi-

tation is extended to you to make any examination thereof that you deem necessary.

In this connection, I wish to state that you are probably aware of the fact that Mr. Darling and I own only a small per cent of the stock and do not feel called upon to make any personal guarantee for possibly one hundred and fifty other stockholders more especially in view of the fact that you have had complete and full access to everything that we own and no question was ever raised, heretofore, as to any guarantees and in the absence of any requests in this respect prior to the exchange of telegrams in which a price for the stock was agreed upon, we proceeded upon the theory and
2199 understanding that by reason of your previous examinations and investigations that you were satisfied with regard to all these points named.

1. We have no objection to the contract of purchase and sale.

2. We will furnish certified copy of the charter of the corporation.

3. We will furnish the minute book of the corporation in which is contained the by-laws.

4. We will furnish certificate of the Probate Judge of this county, who is the proper officer to give such certificate, that the corporation has paid the annual franchise taxes and is in good standing.

5. Your request in this respect will be complied with.

6. Your request in this respect will be complied with.

7. We will furnish abstract of title to the land owned by the corporation and if it develops there are any material defects, we will comply with your wishes in having the opinino of a local attorney accompany the abstract.

8. We will furnish you a copy of the tax assessment list for the year of 1916.

9. Your assumption that the title to all the property owned by the corporation is in its own name correct.—is

We have no leased property of any kind, neither is the title to any of the property owned, in the name of any one else.

In this connection I wish to state that we will require a guarantee from Swift & Company that they will assume and pay all of the obligations representing money borrowed as shown by a list of such obligations attached to and made a part of the purchase and sale and on which a number of our

Directors are endorsers, guaranteeing to these endorsers that these notes will be paid when due.

2200 We would like, also, that the contract provide that it is the expectation and intention of the purchasers to continue the operation of this Plant as it has been heretofore —there will be no objection to your making it as large as you want to—this is in line with the representation made to Mr. Darling and myself, in person, while you were here.

When these matters are disposed of as above outlined, you may have your attorney proceed to Andalusia for a complete investigation of each and every detail as I feel confident that we will have everything arranged for him to examine by the time he gets here, say Thursday or Friday of this week.

Yours very truly,
(Signed) T. E. HENDERSON.

TEH:B

nission's
hibit No.

2201 Swift & Company
Union Stock Yards
Chicago

Docket No. 453
Exhibit No. 19
Feb. 9, 1921
Witness—Smithwick

July 6, 1917

Mr. Robert F. Fisher,
c/o Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Ill.

Dear Sir:

Understand you expect to be in Andalusia, Ala., on Monday, July 9. Having made two trips there recently thought I would advise you that the best railroad schedule for you to make use of is—

Leave Chicago 9:45 P. M. via Ill. Central on what they call the "Seminole Limited"

Arrive Birmingham 4:45 P. M. next day

Leave Birmingham 7:20 P. M. same evening via L. & N.

Arrive Montgomery 10 P. M. Stay there over night.

Leave Montgomery 7:20 A. M. following morning for Andalusia via Georgiana where you change cars.

Arrive Andalusia 10.36 A. M. second day after leaving Chicago.

The hotel at Montgomery is the "Gay-Teaugue Hotel," and the hotel at Andalusia is called the "Dixie."

Also for your information would advise that I visited

Andalusia with F. A. Hunter of St. Louis about six weeks ago, and then a few weeks later without Mr. Hunter.

We had our conferences with Mr. T. E. Henderson, who is president and active man of the First National Bank; also president and active manager of the Andalusia Packing Company, and with Mr. A. C. Darling, secretary and treasurer of the Andalusia Packing Company,—Mr. Darling also being interested in the wholesale jobbing business, feed mill, lumber business, and various other enterprises.

Both Messrs. Henderson and Darling seem to be very well known throughout that country and have considerable
2202 following. Think they are also interested in a bank at Troy, Alabama, which is a nearby town.

It will probably work out when the packing plant is taken over that we will want one or both of these gentlemen either as an officer or as director, just for the sake of local prestige, at least for a while, although our directors have not definitely decided on this policy and am just giving it to you as the probable line-up.

Also we expect to send some one to Andalusia in the course of a few days who will be manager or acting manager of the plant, or something like that, until the organization is perfected.

Yours truly,
(Signed) H. C. CARR

2203 Chicago, Illinois,
July 9, 1917.

Commission Exhibit 20.

Mr. T. E. Henderson, President,
First National Bank of Andalusia,
Andalusia, Alabama.

Dear Sir:

Referring to your letter of July 2:

We will arrange to have our Mr. Mattheis go to Andalusia again to check up outstanding accounts.

Will have a representative check the meats in stock as to condition.

In regard to any liabilities not shown on your statement this, of course, is something that cannot be checked up and presume you and your associates would have no objection to giving a guarantee that there are no liabilities in excess of $250.00 not shown on your statement.

Swift & Company cannot undertake to guarantee obligations representing borrowed money as requested by you. It

goes without saying that if Swift & Company are buying all the shares, they naturally assume the obligations as shown on your statement.

Having purchased the plant for the purpose of operating it as a packing plant, it is their intention to do so.

Awaiting your reply in reference to guarantee on liabilities in excess of $250.00 not shown on statement.

Yours truly,

(Signed) H. C. CARR

HCC:AG
Copy L. F. S.
E. F. S.
H. V.
J. M. C.

Docket No. 453
Exhibit No. 20
Feb. 9, 1921
Witness—Smithwick

mission's hibits Nos. and 22.

2204

Docket No. 453 Exhibit No. 21
Witness-Smithwick Feb. 9, 1921

Western Union Telegram

July 11, 11 A. M., 1917
Andalusia, Ala.

Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Ill.

Recommend twenty six hundred sixty five shares issued be transferred to Chicago stockholders account bylaws and state laws Wire name number shares Agree issue new stock here and attach with all papers to draft on Chicago bank Record title imperfect account fires limitation title good leaving at two oclock Notify home

R. E. FISHER

2205

Docket No. 453 Exhibit No 22
Feb. 9, 1921 Wit. Smithwick
July 14, 1917

Mr. Louis F. Swift,
Swift & Company,
Chicago.

Dear Sir:

Andalusia Packing Company

Examination of the charter, by-laws and minute book of Andalusia Packing Company, an Alabama corporation, proved that the corporation was legally organized with an authorized capital of $250,000., of which $135,250. has been issued, a total of 2,665 shares of the par value of $50. each. Certain of the provisions of the by-laws will not suit our re-

quirements and should be amended at an early date. Stockholders, and not directors, have power to amend by-laws. The by-laws provide for not less than 15 nor more than 20 directors; 17 were elected at the last annual meeting in October, 1916. The State law requires that all directors shall be stockholders. The by-laws further provide that all officers shall be stockholders. Stockholders' meetings may be held without the State of Alabama, provided the written consent of all Alabama stockholders is filed with the Secretary of State. I, therefore, suggested in my telegram of the 11th instant that all stock be issued to stockholders without the State of Alabama, who may then amend the by-laws, after which stock could be issued to any of the present directors of the Andalusia Packing Company to qualify them to again act as directors, if you so desire.

Resignations of all directors except on and all officers were in Mr. Henderson's hands. No doubt he has now received the remaining one. The certificates representing all outstanding shares of stock, duly endorsed, are in Mr. Henderson's possession. He, as President, and Mr. Darling, as Secretary, are willing to issue new shares of stock, representing all of the outstanding shares, to such persons as are nominated by you, and attach them with all other papers, including the old certificates, to a draft on a Chicago bank.

Mr. Henderson's attorney has drafted an agreement wherein Messrs. Henderson and Darling guarantee that the list attached thereto representing money borrowed contains all items for money borrowed as shown by the books of the corporation on May 1, 1917, and subsequent thereto. Some
2206 of the notes representing money borrowed bear the individual endorsement of Messrs. Henderson and Darling and some of the other directors of the Andalusia Packing Company, and for that reason these gentlemen insist that Swift and Company agree to pay or cause to be paid, when due, outstanding obligations for money borrowed as shown on the list referred to and attached to the agreement, and which Messrs. Henderson and Darling guarantee are all of the outstanding obligations for money borrowed. The agreement above referred to covers this situation.

The records of Covington County, Alabama, have twice been destroyed by fire and, therefore, practically none of the real estate titles in that county are perfect. However, the Packing Company has a good limitation title to the property and its possession will never be disturbed. We have

an abstract of title prepared by the attorney for the Packing Company, Mr. A. L. Rankin. It is not customary to submit abstracts in that county. The attorney for a purchaser examines the records and makes his report therefrom. In this case we received the abstract insisted upon. All real, personal, franchise and license taxes have been paid. I have the original charter, by-laws, minute book, and a survey of the property in my possession.

Mr. Mattheis arrived but a few minutes before my departure and no question had then arisen as to inventory values at the present time. When this question has been disposed of the transaction will be in shape for early closing.

Sincerely yours,

REF/NA

missions' xhibit No. 23. 2207

Docket No. 453 Exhibit No. 23
Feb. 9, 1921 Wit. Smithwick

Copy

Chicago, Ill., July 20, 1917.

Copy G. F. S. Jr.
L. A. C.
H. V.
R. C. M.

Mr. W. B. Traynor,

Memorandum in regard to Andalusia Packing Company, Trade

Guarantees requested in our letter of June 28 to Mr. T. E. Henderson, together with his reply of July 2, as follows:

(a) Guarantee that balance sheet of May 1, 1917, is correct, and all liabilities as stated.

Ans. We will be willing to attach to the contract of purchase and sale a list of all the obligations of the Andalusia Packing Company representing borrowed moneys and guarantee that this list covers all the liabilities of said company for moneys borrowed, reserving to ourselves the right to make any corrections in said list of obligations that we might have found from May 1 to date the contract of purchase and sale is signed.

As regards to liabilities other than those representing moneys borrowed—At the time that this inventory was made specific instructions were given the office to enter each and every invoice for material, supplied or otherwise, covering any articles or thing that had been received at the Plant and that had been included in the inventory, and, of course, I presume

that this was done but should it develop that one or more invoices should have been overlooked and if we can show that the Company had value received for said invoices, we will not be held responsible for the omission of said entry. Of course, I do not know of any that were not properly entered at that time and the manager and bookkeeper in the office advise me that they know of none that were not properly entered at the time.

2208 If, however, a claim should be made or account presented for which the Company did not have value received, or is otherwise fraudulent or forged, we will assume full responsibility for this.

(b) Guarantee all outstanding accounts.

Ans. We will not guarantee that the outstanding accounts due this company will be paid.

Your representative, Mr. Mattheis, had full access to the books while here and we gave him all the information possible to give any one relative to their genuineness as well as the general standing and promptness of each payor.

(c) Guarantee that the inventory represents sound value.

Ans. The inventory, as of May 1st, was taken under the instructions and supervision of our manager, Mr. Connor, for the information of the Directors of this Company only and not with any other view in mind except the sale of the products in the regular channels of trade. You are perfectly welcome to interrogate Mr. Connor or any of the other employes of the Company as to the correctness of the inventory when taken and I understand that your Mr. Matthies did this while here; should you have any doubt, whatever, of the soundness of our present stock, an invitation is extended to you to make any examination thereof that you deem necessary."

Mr. Henderson also states:

"In this connection, I wish to state that you are probably aware of the fact that Mr. Darling and I own only a small per cent of the stock and do not feel called upon to make any personal guarantee for possibly one hundred and fifty other stockholders more especially in view of the fact that you have had complete and full access to everything that we own and no question was ever raised, heretofore, as to any guarantees and in the absence of any requests in this respect prior to the exchange of telegrams in which a price for the stock was agreed upon, we proceeded upon the theory and understanding that by reason of your previous examinations and in-

vestigations that you were satisfied with regard to all these points named."

2209 Also in completing the transaction, our attorneys advise that they will want the following documents:

1. Contract of purchase and sale.

Ans. We have no objection to the contract of purchase and sale.

2. Certified copy of the charter of the corporation.

Ans. We will furnish certified copy of the charter of the corporation.

3. The minute book of the corporation containing its by-laws. If the by-laws are not contained in the minute book, then a copy of the by-laws certified by the Secretary of the Company.

Ans. We will furnish the minute book of the corporation in which is contained the by-laws.

4. Certificate of the Secretary of State of Alabama, or of the Probate Judge of the County wherein the corporation is located, whichever is the proper officer, that the corporation has paid its annual franchise taxes and is in good standing.

Ans. We will furnish certificate of the Probate Judge of this county, who is the proper official to give such certificate, that the corporation has paid the annual franchise taxes and is in good standing.

2210 5. Certificates of stock representing all of the outstanding stock of the corporation, endorsed in black, and if endorsed by an administrator, executor, trustee or other fiduciary, we will have to have with such certificates, in the case of executors, administrators or guardians, letters certifying to their appointment; in the case of executors, certified copy of will; in the case of trustees, the trust instrument or a certified copy of the will under which the trustee is acting. We will also require the original stub book against which to check the outstanding certificates; Guarantee that certificates sent are all that are outstanding.

Ans. Your request in this respect will be complied with.

6. We should have the resignations, to take effect when accepted by the Board of Directors, of each director and officer, the understanding being that the directors and officers will continue to act until their successors are elected and qualified.

Ans. Your request in this respect will be complied with.

7. We will have to have the abstracts or search of titles,

showing titles to date free from material defects, including in such abstracts, search for judgments, tax liens and lis pendens. We should also have the opinion of a local attorney as to the titles. This could be waived if there are no local questions arising upon an examination of the abstracts in our office, but if such an opinion does not accompany the original papers, there will be delay until we can examine the abstract and then ask for the opinion. Time will be saved by having the opinion sent on in the first place.

Ans. We will furnish abstract of title to the land owned by the corporation and if it develops there are any material defects, we will comply with your wishes in having the opinion of a local attorney accompany the abstract.

8. We shall have to have the tax and assessment receipts for the tax year 1916.

Ans. We will furnish you a copy of the tax assessment listed for the year of 1916.

2211 9. We assume that the title to all the properties owned or leased is in the name of the corporation. If titles are held in any other name, we should have assignments or deeds conveying the properties either to the corporation or to our nominee.

Ans. Your assumption that the title to all the property owned by the corporation is in its own name is correct.

We have no leased property of any kind, neither is the title to any of the property owned, in the name of any one else.

Mr. Henderson states further:

"In this connection I wish to state that we will require a guarantee from Swift & Company that they will assume and pay all of the obligations representing money borrowed as shown by a list of such obligations attached to and made a part of the purchase and sale and on which a number of our Directors are endorsers, guaranteeing to these endorsers that these notes will be paid when due.

"We would like, also, that the contract provide that it is the expectation and intention of the purchasers to continue the operation of this Plant as it has been heretofore—there will be no objection to your making it as large as you want to—this is in line with the representation made to Mr. Darling and myself, in person, while you were here.

In answer to Mr. T. E. Henderson's letter of July 2nd, wrote him on July 9, as follows:

"We will arrange to have our Mr. Mattheis go to Andalusia again to check up outstanding accounts.

"Will have a representative check the meats in stock as to condition.

"In regard to any liabilities not shown on your statement this, of course, is something that cannot be checked up and presume you and your associates would have no objection to giving a guarantee that there are no liabilities in excess of $250.00 not shown on your statement.

"Swift & Company cannot undertake to guarantee obligations representing borrowed money as requested by
2212 you. It goes without saying that if Swift & Company are buying all the shares, they naturally assume the obligations as shown on your statement.

"Having purchased the plant for the purpose of operating it as a packing plant, it is their intention to do so."

"Awaiting your reply in reference to guarantee on liabilities in excess of $250.00 not shown on statement."

Construction Department have checked up all construction matters and are satisfied on that feature.

Superintendent's Office, in conjunction with Accounting Department have checked up meats on hand and have found condition to be satisfactory and quantities as represented.

Legal Dept. have checked up all legal matters and understands Mr. Fisher considers everything in good shape from that standpoint.

Accounting Dept. have checked up outstanding accounts. Mr. Matthies advises that same, in his opinion, are collectable, except possibly very few, not exceeding $1200.00. Understand he does not regard these as bad.

If the open matter in reference to guarantee on liabilities in excess of $250.00 not shown on statement adjusted, then think in order to do as you suggest, namely—

1. Reissue the stock to shareholders outside the State of Alabama.

2. Hold a shareholders' meeting, amending the by-laws so as to—

(a) Reduce the number of directors to say—not less than five and not more than seven.

(b) Remove the requirement that all officers shall be stockholders.

(c) Make such other changes as are necessary.

3. Elect officers and directors, retaining such of the local people as seems advisable.

2212½ Suggest retain T. E. Henderson and A. C. Darling as

officers or directors, probably both of them for directors, and one of them for vice president.

Messrs. Henderson and Darling will be at the General Office Tuesday morning, July 24, at 11 o'clock.

H. C. CARR

HCC:AG

2213 Docket No. 453 Ex. No. 24
Witness: Smithwick Feb. 9, 1921

Commissi Exhibi

July 25, 1917.

Mr. G. D. Rogers,
Andalusia Packing Company,
Andalusia, Alabama.

Dear Sir:

Yesterday 100 shares of the capital stock of the Andalusia Packing Company were transferred to you at the stockholders' meeting held pursuant to the enclosed waiver of notice, which has been signed by all the stockholders other than yourself. Please sign and return it to us at your early convenience. The stockholders, who have signed the consent, and yourself were then elected directors and a directors' meeting held. Please sign the enclosed waiver of notice and consent to the holding of the directors' meeting. You will note that this has been signed by all directors other than yourself. Please also sign and return the enclosed proxy.

We are today writing Mr. A. L. Rankin, Attorney, Andalusia, to prepare and secure the signatures of Mr. Henderson and yourself to a consent of the holding of the meetings outside of the State of Alabama, and to file the consent with the Secretary of State, sending us copies thereof.

Awaiting your early reply, we remain

Sincerely yours,

REF:O

2214 Docket No. 453 Ex. No. 25
Wit. Smithwick Feb. 9, 1921

Commissi Exhibi

August 18, 1917.

Mr. C. A. Peacock,
Union Stock Yards,
Chicago, Ill.

Dear Sir:

Andalusia Packing Company

We have written up in the enclosed record book, minutes of the special meetings of stockholders and directors of the

above company held July 24, 1917. Please have them signed by Mr. H. C. Carr who acted as Secretary of both meetings.

The waiver of notices, etc. of meeting, signed by all of the stockholders and all of the directors, and the proxy of George D. Rogers are enclosed herewith.

We also enclose written resignations of all of the officers and directors of the company. The resignation of T. E. Henderson as a director was not accepted.

Please acknowledge receipt of the enclosed.

Sincerely yours,

P. S. Through a stenographer's error the minutes of the Directors' meeting appear first.

REF:EL
Copy to W. B. T.

ion's
bit No. 26.

2215 Docket No. 453 Ex. No. 26
Wit. Smithwick Feb. 9, 1917

April 9, 1918.

Swift & Company
Union Stocks Yards
Chicago

Messrs. Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Ill.

Gentlemen:

Swift & Company have taken over from the Andalusia Packing Company the business and assets of the latter company and are assuming its obligations.

The purchase will be based on the balance sheet of March 30, 1918.

We will send you the values in a few days and in the meantime, will you please arrange for bill of sale and transfer of properties, etc.

Awaiting your reply—

Yours respectfully,

SWIFT & COMPANY,
Per—JGS

Gen. Acctg. Dept.
JGS:GG

Commission Exhibit

2216 Swift & Company
Union Stock Yards
Chicago

April 23, 1918.

Messrs. Albert H. & Henry Veeder,
76 West Monroe Street,
Chicago, Ill.

Gentlemen:—

Andalusia Packing Company

In compliance with your request of the 20th, have had executed and herewith return warranty deed and bill of sale from the above company conveying and transferring all its property, both real and personal, and business to Swift & Company of Illinois.

Will you kindly forward me copies of these documents for my files?

Yours truly,
(Signed) F. S. HAYWARD

Docket No. 453
Witness—Smithwick
Ex. No. 27
Feb. 9, 1921.

2217 Copies GFS Jr. HHS ELW ICEM HV HCC JMC

Commission Exhibit

Doc. No. 453
Ex. No. 28
12/9/21
Witness: Smithwick.

Minutes of Meeting
Directors' Room—Fourth Floor
Tuesday, May 22nd, 1917—9:15 A. M.

Present:
Messrs. Louis F. Swift
G. F. Swift, Jr.
A. B. Swift
J. M. Chaplin
H. C. Carr
F. A. Hunter
O. C. E. Mathies
F. J. King
F. A. Luchsinger
W. B. Traynor

Mr. Louis F. Swift took an option from Mr. W. C. Vereen under date of May 15th under which Mr. Vereen undertakes to deliver to Mr. F. A. Hunter.....125 shares of the stock of the Moultrie Packing Company which he owns at..... $125.00 per share and to get all the other stockholders to sign up on the same basis as soon as possible.

Option expires June 2nd, 1917.

The packing house is said to have cost $150,000.00.

According to the statement which Mr. Vereen presented to Mr. Louis F. Swift as of date April 30th, 1917—

Capital stock outstanding was.....$97,020.00

Surplus 92,170.79

Mr. C. L. Brooks is superintendent of the plant.

2218 Salary is .....$3,500.00 per annum.

It was agreed, if we bought this plant, that

1. The business would be continued along same lines as in the past.

2. We would not attempt, for the present, to maintain the Swift standards.

3. After 60 days or so, possibly less, we would ask Mr. Brooks for a fidelity bond.

4. Mr. Brooks would have to quit his outside activities if he is to run this plant.

Mr. Luchsinger was suggested as prospective Swift representative at the Moultrie Packing Company. It was agreed that for the present he would not have any title, but just keep watch of things and try to work along with Mr. Brooks.

* * *

Correspondence between this office and Mr. Vereen or Mr. Brooks is, for the present, to be handled in the name of Mr. H. J. Nelson, except that Mr. Carr may correspond in his own name with Mr. Vereen or Mr. Brooks. Letters from Chicago are to be written on plain stationery.

* * *

Messrs. Burnett and Mathies were instructed as follows:

1. Look up question of sewerage.

It is feared that the sewerage either is inadequate or would be inadequate if volume were to be doubled.

2219 2. See if can put in double cattle killing beds so as to increase capacity from 25 to 50 cattle in 10 hours.

Ascertain maximum capacity of cooler.

Report what can be done to equip the plant to kill and cool 100 cattle a day. This means 200 in the coolers.

Believe that cattle beds and cattle coolers could be enlarged over loading dock.

3. Report what is necessary to double hog killing and curing capacities.

It is understood that they kill 75,000 hogs in 10 months.

4. Investigate and report upon the proposed plan to move main line railroad tracks so as to get larger stockyards.

Think could have stockyards on the other side of main line and drive live stock on grade crossing or construct a subway or viaduct for $500.00.

5. Arrange for tallow tanks and another Prime Steam Lard tank. Have no tallow tanks now.

* * *

Mr. Mathies:

1. Audit balance sheet as of April 30th, 1917 handed to Mr. Louis F. Swift by Mr. Vereen.

2220 2. If possible, get Mr. Vereen's guaranty—

(a) That the balance sheet is correct and that all liabilities of the Company are shown thereon.

(b) That he will get all the present shareholders to sell their stock at price mentioned in the option.

3. Get full particulars regarding bond issue of $50,000 (8%) which is said to be outstanding, but which is not shown upon the balance sheet.

WM. B. TRAYNOR.

BHS
May 24th, 1917.

Form C 1896

Swift & Company
General Journal Voucher

Comm. Ex. 29.

(1) ✓	X							NUMBER
Corp'n	Ill.	W. Va.	Maine	N. Y.	Limited	Incorp.	Dela.	11

DO NOT POST DEBIT AMOUNTS SHOWN BELOW		CREDIT ACCOUNT	(2) Ledger	Pr'l	AMOUNT
DEBIT		Andalusia Packing Co.	S D& C		186 550 00
ACCOUNT	AMOUNT				
S. & Co., Ill.					
S. & Co. W. Va.					
S. & Co. Maine					
S. & Co. N. Y.					
S. & Co. Ld					
S. & Co. Inc.					
S. & Co. Dela.					
TOTAL			TOTAL		

FEDERAL TRADE COMMISSION
vs.
Docket No. 453 Exhibit No. 29
Commission's Date Feb. 9/27
Defendant's
Witness Reporter Brady

NOTE. Use above debit column only for amount of cross-entry between jurisdiction accounts shown. Maker of journal entry should: (1), Place a ✓ above name of corporation for whose books the entry is made, and (2) write name of Ledger in column so marked, and (3) check (✓) space below if any papers are attached to journal entry.

Explanation

Transferring above to Stock Investment Account

DATE	Papers	Made by W.B.E.	Sundry Dep'ts O. K.	Bookkeepers O. K.	Acc't'g Dep't O. K.	Approved
7/27/17	(3)	Examiner				

Swift & Company
General Journal Voucher

(1) ✓ Co's	X R.I.	W. Va.	Maine	N. Y.	Comm. Ex. 30 Limited	Incorp.	Pub.	NUMBER 11

DO NOT POST CREDIT AMOUNTS SHOWN BELOW

CREDIT ACCOUNT	AMOUNT
S. & Co. Ill.	
S. & Co. W. Va.	
S. & Co. Maine	
S. & Co. N. Y.	
S. & Co. Ltd	
S. & Co. Inc.	
S. & Co. Pub.	
TOTAL	

DEBIT ACCOUNT	(2) Ledger	P/L	AMOUNT
Stock Investment a/c	Private		186 550 00
	TOTAL		

FEDERAL TRADE COMMISSION
vs.
Docket No. 453 Exhibit No. 30
Commission's Date Feb 9/37
Defendant's
Witness Reporter Grass

NOTE. Use above credit column only for amount of same entry between jurisdiction accounts shown. Maker of journal entry should: (1). Place a ✓ above name of corporation for whose books the entry is made, and (2) write name of Ledger in column as marked, and (3) check (✓) space below if any papers are attached to journal entry.

Explanation

To cover purchase of 2665 shares of Andalusia Packing Co.

DATE	Papers	Made by	Sundry Dep't O. K.	Bookkeeper O. K.	Acct'g Dep't O. K.	Approved
9/27/17	(3)	E.B.E. Examiner				

2222

Doc. No. 453
Ex. No. 31
Date 2/9/21
Witness: Smithwick.

Commission Exhibit N

Georgia, Cloquitt County.

To the Superior Court of said County:

The petition of W. H. Barber, W. C. Vereen, Frank R. Pidcock, R. M. Morrison, J. J. Battle, Geo. T. Demott, C. E. Whitfield, Jno. Clarke, Jr., Jno. T. Norman, G. W. Newton, Thos. McMillan, R. J. Corbett, Howard I. Ashburn, A. J. Green, M. E Nesmith all of said county and state, respectfully show as follows:

1. They desire for themselves, their associates and successors, to be incorporated and made a body politic under the name and style of Moultrie Packing Company for a period of twenty years.

2. The principal office of said company shall be in the county of Colquitt, said State, but petitioners desire the right to establish branch offices within this state or elsewhere, wherever in the opinion of the Directors it may be desirable.

3. The object of said corporation is pecuniary gain to its shareholders.

4. The business to be carried on by said corporation is a general packing business, dealing in live stock, meats of all kinds, cold storage of meats, vegetables and other articles; the manufacture of ice by any process whatsoever, Petitioners desire also to buy and sell lands, farms and real estate, with the right to establish stock farms and raise live stock.

2223 5. The capital stock of said corporation shall be one hundred Thousand Dollars (100,000.00) with the privilege of increasing the same to a sum not exceeding Three Hundred Thousand Dollars ($300,000.00) by a majority vote of the stockholders. Said stock shall be divided into shares of one hundred dollars ($100.00) each. Petitioners desire the right to begin business as soon as five per cent of the capital stock has been actually paid in.

6. Petitioners desire the right to sue and be sued, to plead and be impleaded, to have and use a common seal, to make all necessary by-laws and regulations, and to do all other things that may be necessary for the successful carrying on of said business, including the right to execute notes, deeds and bonds as evidence of indebtedness and to secure the same by mortgage, security deed, or otherwise. They desire for

said incorporation the power and authority to apply for and accept amendments to said charter, of either form or substance, by a vote of a majority of its stock outstanding at the time. They also ask authority for said incorporation to wind up its affairs, liquidate and discontinue its business at any time it may be determined to do so by a vote of two-thirds of its stock outstanding at the time.

They desire for the said incorporation the right of renewal when and as provided by the laws of Georgia, and that it have all such powers, privileges, rights and immunities as are incidental to like corporations or permis-
2224 sible under the laws of Georgia.

The real estate of said corporation can be transferred and sold only by a deed executed in the name of the corporation by the President or Vice-President of said company and countersigned by the Secretary or Treasurer of said company or, if not executed in this form, then to be executed in pursuance of a resolution passed by the directors of said company.

Wherefore, petitioners pray to be incorporated under the name and style aforesaid, with the powers, privileges and immunities herein set forth, and as are now, or may hereafter be allowed a corporation of similar character, under the laws of Georgia.

SHIPP & KLINE,
Petitioners Attys.

Filed in office Sept. 8th, 1913, R. G. Clark, Clerk.

ion's
it No. 32. 2225

Doc. No. 453
Ex. No. 32,
Date 2/9/21
Witness: Smithwick
No. 192 P—33.

Georgia, Colquitt County,
In the Superior Court of said County, October Term, 1913.

W. H. Barber, W. C. Vereen, Frank R. Pidcock, R. M. Morrison, J. J. Battle, George T. Demott, C. E. Whitfield, John Clark, Jr., John T. Norman, G. W. Newton, Thomas McMillan, R. J. Corbett, Howard I. Ashburn, A. J. Green, and M. E. Nesmith, all of said State and County, having filed in the office of the clerk of the Superior Court of said County their petition seeking the formation of a corporation, to be known as the Moultrie Packing Company, for the purpose of conducting a general packing business, dealing

in live stock, meats of all kinds, cold storage of meats, vegetables and other articles, and the manufacture of ice by any process whatsoever, and having complied with all the requirements of the law for such cases made and provided, and the court being satisfied that said application is legitimately within the purview and intention of the Code, the same is hereby granted, and the above named persons, their associates and successors, are hereby incorporated under the said name and style of Moultrie Packing Company for and during the period of twenty years with the privilege of renewal at the expiration of that time, and said corporation is hereby clothed with all the rights, privileges and immunities and made subject to all the restrictions and liabilities fixed by law.

W. E. THOMAS
J. S. C. S. C.

This October 8th, 1913.
SHIPP AND KLINE
Attorneys for petitioners.

2226 Georgia, Colquitt County.

Office of Clerk of Superior Court.

I. R. G. Clark, clerk of Superior Court of Colquitt County, Georgia, hereby certify that the above and foregoing is a true and correct transcript of record now in this office, in charter Book "A" Pages 240-41.

Witness my official signature and the seal of said Court hereto affixed, this 27th day of June 1917.

R. G. CLARK
Clerk.

(Seal)

2227

Doc. 453
Ex. 33
Date 2/9/21
Witness: Smithwick.

Commission Exhibit 2

By-Laws of Moultrie Packing Company

Article I.

Section 1. The annual meeting of the Stockholders of the Company shall be held at the office of the Company on the second Tuesday in July of each year, for the purpose of the election of the Directors and the transaction of such other

business as may lawfully come before the meeting. The notice of such annual meeting shall be given to each stockholder of record appearing on the books by sending through the Post-Office to their addresses appearing on the books, at least ten days prior to the meeting, a written or printed notice, signed by the Secretary, stating the time and place of holding, such meeting.

Special meetings of the Stockholders, other than those provided or regulated by statute, may be called by the Board of Directors, and notice thereof shall be given in the same manner as is provided with respect to annual meetings, and shall state for what purpose such meetings are called, and they shall be held at the Company's office above referred to.

Article II. Board of Directors.

Section 1. The Board of Directors shall consist of not less than twelve, nor more than sixteen Stockholders. They shall be elected by stockholders immediately after the adoption of these By-Laws, and annually thereafter at the annual meetings, each share of stock being entitled to one vote, and a majority of the stock voting shall be all that is necessary to elect.

Section 2. The Board of Directors shall have the management and control of the business of the corporation, and shall employ such agents and servants as they deem advisable, and fix the salaries of all officers.

Section 3. Whenever any vacancies shall occur in the Board of Directors by death, resignation or otherwise, the same shall be filled without undue delay by the majority vote by ballot, by the remaining members of the Board. The person so chosen shall hold office until the next annual meeting, or until his successor is elected and qualified.

Section 4. The Board of Directors shall meet at such times, and at such places as they may by resolution determine.

2228 Section 5. The majority of the Directors shall constitute a quorum at all meetings of the Board.

Section 6. The Board of Directors shall choose from their number six persons who shall constitute an Executive Committee, whose duty it shall be to co-operate with the officers, acting in an advisory capacity, having the same authority as the full board of Directors would have. It shall be the duty of the Executive Committee to submit to the Board of Directors a complete report of their actions at every annual

meeting, or oftener, if called upon to do so by the Board of Directors.

2229 Doc. 453
Ex. No. 33

Article III. Officers

Section 1. The officers of the Company shall consist of President, two Vice-Presidents, Secretary and a Treasurer. The office of the Treasurer may be held by either the President or one of the Directors, except at the first meeting of the Stockholders after the organization. At this meeting the officers shall be elected by the Stockholders, each Stockholder being entitled to one vote for each share of stock. The first election shall be held immediately after the organization, and be held annually on the day of the regular meeting of the Board of Directors next ensuing the annual elections.

Section 2. In case of death, resignation or removal of any officer of this Company, the Board of Directors shall cause the election of his successor, who shall hold his office by like tenure for the unexpired term.

Article IV. Amendments.

These By-Laws may be amended, added to or altered by a two thirds vote of all the Directors at any meeting or by a majority vote of the Stockholders at any annual meeting, but no By-Laws regulating the election of Directors and Officers of the Company shall be made within thirty days before any election of the Company.

W. C. VEREEN
President.

JOHN W. GREER
Secretary.

2230 Doc. 453 Date 2/9/21
Ex. 34 Wit; Smithwick

Commission's Exhibit No

Minutes of Adjourned Annual Meeting of the Stockholders of Moultrie Packing Company

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The adjourned annual meeting of the Stockholders of the Moultrie Packing Company was held at the Office of the

Company at Moultrie, Georgia, on Monday, August 13th, 1917, at 10:00 O'clock A. M.

Mr. W. C. Vereen, the President of the Company, was chosen and presided as Chairman of the meeting, and Mr. F. A. Luchsinger was chosen to act as Secretary of the meeting.

The following stockholders were present:

Name	In Person	No. of Shares
W. C. Vereen		5
C. H. Wallow		5
F. A. Luchsinger	By Proxy	5
	Proxy	
W. B. Traynor		150
C. A. Peacock		150
J. J. McQuire		150
T. H. Ingwersen		150
H. C. Carr		125
E. B. Kixmiller		58
		798 Shares.

Representing a majority of the issued and outstanding capital stock of the Company.

Upon motion duly seconded, the following persons were unanimously elected Directors of this Company to serve until the next annual meeting of this Company and until the election and qualification of their successors: T. H. Inwersen, F. J. King, H. C. Carr, E. B. Kixmiller, O. C. E. Mattheis, F. A. Luchsinger, W. C. Vereen

2231 On motion of F. A. Luchsinger, seconded by C. H. Wallow, it was resolved that at this meeting the stockholders elect the officers of the Company instead of the directors electing. Upon motion of F. A. Luchsinger, seconded by C. H. Wallow, the following officers were elected for the ensuing year

President	T. H. Ingwersen,
Vice-Prest.	O. C. E. Matthies,
Sec. & Treas.	C. H. Wallow,
Asst. Sec.	C. A. Peacock,
Asst. Treas.	J. J. McGuire,

No further business being presented, on motion, meeting adjourned.

F. A. LUCHSINGER,
Secretary.

W. C. VEREEN,
Chairman.

2232 Docket 453
Exhibit 35
Date 2/9/21
Witness: Smithwick

Commission's Exhibit N

Minutes o fSpecial Meeting of Board of Directors.

of

Moultrie Packing Co.

Held November 3, 1917.

A Special Meeting of the Board of Directors of the Moultrie Packing Company, was held at the office of the Company in the City of Chicago, State of Illinois, November 3rd, 1917, at ten o'clock in the forenoon, pursuant to the call of the President.

The following Directors were present:

Messrs. T. H. Ingwersen,
F. J. King,
H. C. Carr, E. B. Kixmiller,
O. C. E. Matthies,

a majority of the Board.

Present also Mr. C. A. Peacock.

Mr. T. H. Ingwersen, President, of the Company presided as Chairman of the meeting, and Mr. C. A. Peacock, Assistant Secretary of the Company, acted as Secretary of the meeting.

The following preamble and resolutions were offered and, after full consideration and discussion, on motion duly seconded, were unanimously adopted:

Whereas, This Company is the owner of a certain meat Packing Plant, located at Moultrie, Georgia, and is operating said plant and engaged in the business of selling the products thereof, and

Whereas, this company desires to go out of business and be wound up and liquidated, and

Whereas, Swift and Company, an Illinois corporation,
2233 has offered to purchase all the business and property of every description and wheresoever situated belonging to this Company, and to pay therefor the book value as shown by the books of this Company at the close of business on November 3rd, 1917, and to assume all the debts, contracts, obligations and liabilities of this Company at the close of business on said date, and

Whereas, said offer contains a full and adequate consideration for the same;

Now Therefore, It Is Hereby Resolved, That the said business and property be sold to the said Swift & Company for the said sum, and for the further consideration of the assumption by said Swift & Company of all the debts, contracts, obligations and liabilities of this Company as aforesaid, and

Resolved, That this Company be wound up and liquidated and its net assets be distributed among the stockholders in proportion to their holdings; and

Resolved, That the President of this Company be and he is hereby authorized and directed to take such action as may be necessary to carry into effect these resolutions.

There being no further business presented, the meeting, on motion duly made and seconded, adjourned.

C. A. PEACOCK,
Secretary of the Meeting.

ssion's
bit No. 36.

2234 Docket 453
Exhibit No. 36
Witness Smithwick
Date: 2/9/21

Moultrie Packing Company

Call of Special Meeting of Stockholders.

We, the undersigned, being all the Directors of the Moultrie Packing Company, do hereby call a Special Meeting of the stockholders of said Company to be held on the 5th day of January, 1918, at the office of the Company in the City of Moultrie and State of Georgia, at 10 o'clock in the forenoon, for the purpose of ratifying the sale of the property and business of this Company to Swift and Company and for the transaction of any other business that may come before said meeting.

Dated December 21st, 1917.

T. H. INGWERSEN,
F. J. KING,
H. C. CARR,
E. B. KIXMILLER,
O. C. E. MATTHIES,
F. A. LUCHSINGER,
W. C. VEREEN.

MW:L

2235 Docket 453
Exhibit No. 37
Witness: Smithwick,
Date: 2/9/21

Commission's Exhibit No.

Minutes of
Special Meeting of Stockholders
Of Moultrie Packing Company
Held

A Special Meeting of the stockholders of the Moultrie Packing Company was held at the office of the Company in the City of Moultrie, State of Georgia, January 5th, 1918, at 10 o'clock in the forenoon pursuant to call by the Board of Directors and notice to each stockholder as required by the by-laws.

The following stockholders were present:

In Person:	No. of Shares.
F. A. Luchsinger	5
W. C. Vereen	5
C. H. Wallow	5
By Proxy:	
T. H. Ingwersen	150
F. J. King	125
H. C. Carr	125
E. B. Kixmiller	86
O. C. E. Matthies	5
W. B. Traynor	150
C. A. Peacock	150
J. J. McGuire	150
	956

representing a majority of the stock of the Company.

Mr. F. A. Luchsinger was chosen to preside as Chairman of the meeting, and Mr. C. H. Wallow, Secretary of the Company acted as Secretary of the meeting. The Chairman announced that this meeting was called by the Board of Directors for the purpose of ratifying the sale of the property and business of this Company to Swift and Company. The Secretary thereupon read the call, which is as follows:

2236 "Moultrie Packing Company
Call of Special Meeting of Stockholders

We, the undersigned, being all the Directors of the Moultrie Packing Company, do hereby call a Special Meeting of the

stockholders of said company to be held on the 5th day of January 1918, at the office of the Company in the City of Moultrie and State of Georgia, at 10 o'clock in the forenoon, for the purpose of ratifying the sale of the property and business of this Company to Swift and Company and for the transaction of any other business that may come before said meeting.

Dated December 27th, 1917."

The following preamble and resolutions were offered, and after full consideration and discussion on motion duly seconded, were unanimously adopted:

Whereas, The Board of Directors of this Company at a meeting held at the office of the Company in the City of Chicago, State of Illinois, November 3rd, 1917, duly adopted a resolution authorizing and directing the President of this Company to sell to Swift and Company all the business and property of every description and wheresoever situated belonging to this Company at the book value thereof as shown by the books of the Company at the close of business on November 3rd, 1917, and the assumption by said Swift and Company of all the debts, contracts, obligations, and liabilities of this Company at the close of business on said date, and

Whereas, Pursuant to said authority the President of this Company has sold all the business and property of this Company to Swift and Company for the consideration aforesaid; and

Whereas, Said price is a full and adequate consideration for the same,

Now, Therefore, It Is Hereby Resolved, That the action of the Board of Directors and the President of the Company in disposing of the property and business of this Company to said Swift and Company as aforesaid, be and the same is hereby in all respects ratified, approved and confirmed, and,

2237 Resolved, That this Company be wound up, liquidated and its net assets be distributed among the stockholders in proportion to their holdings, and

Resolved, That the Board of Directors of this Company be and they are hereby authorized and directed to take any action that may be necessary to carry into effect these resolutions.

There being no further business presented, the meeting on motion duly made and seconded, adjourned.

C. H. WALLOW
Secretary of the Meeting.

F. A. LUCHSINGER,
Chairman of the Meeting.

2238 Docket No. 453
Exhibit No. 38
Witness Smithwick
Date: 2/9/21

Commission Exhibit 38

State of Georgia
Colquitt County

C. H. WALLOW, being duly sworn deposes and says that he is the Secretary of the Moultrie Packing Company, a corporation of the State of Georgia; that on the day of December 27th, 1917, he caused a notice of the Special Meeting of the stockholders of said Company to be held at Moultrie, Georgia, on the 5th day of January, 1918, a copy of which is hereto annexed, to be mailed in a sealed wrapper, postage prepaid, addressed to each stockholder of record of said Company to his address as the same appears on the books of the Company.

C. H. WALLOW.

Subscribed and Sworn to before me this 27th day of December, 1917.

E. R. BRYAN,
Notary Public, Colquitt Co., Ga.

2239 Docket No. 453
Exhibit No. 39
Witness Smithwick
Date: 2/9/21

Commission Exhibit 39

Moultrie Packing Company

Notice of Special Meeting of Stockholders

A Special Meeting of the stockholders of the Moultrie Packing Company will be held at the office of the Company in the City of Moultrie, State of Georgia, on the 5th day of January, 1918, at ten o'clock in forenoon, for the purpose of voting on the question of ratifying the sale of the property and business of this Company to Swift and Company,

and for the transaction of any other business that may come before the meeting.

C. H. WALLOW,
Secretary Moultrie Packing Company.

By Order of the
Board of Directors.

ssion's
bit No. 40.

2240 Docket No. 453
Exhibit No. 40
Witness Smithwick
Date: 2/9/21

By-Laws
of
Andalusia Packing Co.

Section 1.

Certificates of stock shall be issued in numerical order from the stock certificate book to be signed by the President and Secretary, and sealed by the Secretary with the corporate seal, and record of each certificate issued shall be kept on the stub thereof.

Section 2.

Transfers of stock shall be made on the books of the corporation, and before a new certificate is issued, the old certificate must be surrendered for cancellation, and marked cancelled, both on the old certificate and on the stub thereof, by the Secretary.

Section 3.

The annual meetings of the stockholders of this corporation shall be held at the principal office of the corporation, in Andalusia, Alabama, beginning between the hours of 9 A. M. and 4 P. M. on the 2nd Monday in October of each year. In case there should be no quorum at said meeting, the stockholders present in person or by proxy, may adjourn said meeting to some other date or hour, and so on from time to time, until a quorum is obtained.

Section 4.

Special meetings of the stockholders may be called at the principal office of the corporation, by a resolution of a majority of the Directors, and that at all such meetings, the

Directors calling the meeting or the Secretary,
2241 shall give to stockholders, notice in writing, by delivering such notice to the last known Post Office address of the stockholder, not less than ten days before said meeting.

Section 5.

A quorum of any meeting of the stockholders shall consist of a majority of the voting stock of the corporation, represented in person or by proxy, and a majority of such quorum shall decide any question that may come before the meeting.

Section 6.

The election of Directors shall be held at the annual meeting of the stockholders. The election shall be by ballot, and each stockholder shall be entitled to cast one vote for each share of stock held by him.

Section 7.

The order of business of the annual meetings, and as far as possible, at all other meetings of the stockholders shall be:—

1. Calling of roll.
2. Proof of due notice of meeting, if a special meeting.
3. Reading and disposing of unapproved minutes.
4. Annual reports of officers and committees.
5. Election of Directors.
6. Unfinished business.
7. New business.
8. Adjournment.

Section 8.

The business and property of the corporation shall be managed by a board of fifteen Directors, who shall be stockholders, and who shall be elected annually by ballot by the stockholders for the term of one year, and until the election and acceptance of their duly qualified successors. Any vacancy in the Board of Directors shall be filled by the remaining members of the Board.

2242 Section 9.

Regular meetings of the Board of Directors shall be held in the principal office of the corporation, in Andalusia, on the 2nd Monday in October in each year, immediately after each annual meeting of the stockholders.

Section 10.

Special meetings of the Board of Directors to be held in the principal office of the corporation in Andalusia, Alabama, may be called at any time by the President or either of the Vice-Presidents, or may be held at any time or place without notice, by unanimous written consent of all the members of the Board. Notice in writing of special meetings of the Board of Directors, called by the President or either of the Vice-Presidents must be given by the President or either of the Vice-Presidents, or Secretary, to each member of the Board personally, or by mailing to each member, said notice in writing, at least three days before such meeting, and such notice need not state the object of the meeting.

Section 11.

A quorum at any meeting of the Board of Directors shall consist of a majority of the entire membership of the Board. A majority of such quorum shall decide any question that may come before the meeting.

Section 12.

Officers of the corporation, other than the Directors, after the first election by the incorporators shall be elected by ballot by the Board of Directors, at their first meeting after the election of the Directors each year. The Board of Directors shall, if any office becomes vacant, fill the same for the unexpired term. The Board of Directors shall fix the compensation of the officers, agent and servants of the corporation.

Section 13.

The order of business at any regular or special meeting of the Board of Directors shall be:—

2243 1. Reading and disposing of unapproved minutes.
2. Reports of officers and committees.
3. Unfinished Business.
4. New Business.
5. Adjournment.

Section 14.

The officers of the corporation, other than the Directors, shall be a President, a First Vice-President, a Second Vice-President, a Secretary and a Treasurer, who shall be stockholders of the corporation, and who shall be elected annually by the Board of Directors for one year, and until their suc-

cessors are elected and have accepted the office. The office of the Secretary and Treasurer may be filled by one and the same person. Any vacancy which occurs in any of said offices, shall be filled by the Board of Directors for the unexpired term.

Section 15.

The President shall preside at all meetings of the stockholders, and of the Board of Directors; shall have general superintendence of the affairs of the corporation, and have charge of its active business operations, subject to the supervision and control of the Board of Directors, and shall, with the approval of the Board of Directors, expressed by resolution adopted at the meeting of the Board of Directors at any other time by writing, signed by all the members of the Board of Directors, make all sales, leases of and contracts concerning lands and realty, and interest or estate therein belonging to this corporation, for cash, or on credit, and execute conveyances thereof and other contract concerning the same, in the name of the corporation, in the manner prescribed for the execution of deeds, leases, mortgages and contracts, concerning lands or any interest therein in Section 19 of these By-Laws, and to do all acts and things named in or contemplated by the second paragraph of the Certificate of Incorporation of this corporation, recorded in the office of the Judge of Probate of Covington County, Alabama, in which are set forth the objects for which this corporation are formed. In case of absence or disability of the President, the first Vice-President shall exercise all his powers and functions, and perform all of his duties. In case of absence or disability of the President and First Vice-
2244 President, the Second Vice-President shall exercise all of their powers, and functions, and perform all of their duties.

Section 16.

The Secretary shall keep the minutes of all the stockholders and Directors' meetings, and subject to the control of the Directors, shall have charge of the corporate seal and the books of the corporation, and shall perform such other duties as are incident to his office or required of him by the Board of Directors.

Section 17.

The Treasurer shall have the custody of ll moneys and

securities of the corporation, and keep regular books of accounts, and shall perform such other duties as are required of him by these By-Laws, or by the Board of Directors, provided that the moneys of the corporation shall be deposited in the name of the corporation in such bank or banks or trust companies as the Board of Directors shall designate, and shall be drawn out by check or draft, executed in the name of the corporation, by the President or by the Treasurer.

Section 18.

Dividends shall be declared at such times as the Board of Directors shall direct, and shall rest in the sound discretion of the Board of Directors.

Section 19.

All notes, drafts, checks and bills of exchange made or issued by the corporation shall be signed in the corporate name, by the President or Treasurer, who shall write, stamp or print the name of the corporation to the same by him, as such President or Treasurer, with his name written in his own proper handwriting, and all notes, drafts, checks and bills of exchange payable to the corporation, or its order, and papers of every kind requiring the endorsement, shall likewise be endorsed by the President or Treasurer, in the corporate name and manner aforesaid; and all deeds, bonds, leases, mortgages, contracts, concerning lands, or interest therein, and all other instruments and contracts in writing,
executed by the corporation not hereinbefore named,
2245 shall be signed in the name of the corporation by the
President, and attested by the Secretary and sealed with the seal of the corporation placed thereon by the Secretary.

Section 20.

The corporate seal shall consist of two concentric circles, between which is the name of the corporation, and in the center shall be inscribed: "Incorporated 1915, Alabama," and said seal is impressed on the margin hereto is hereby adopted as the corporate seal of the corporation.

Section 21.

These By-Laws may be changed, annulled or repealed by the stockholders, at any regular annual meeting, or at any special meeting called for that purpose.

Section 22.

The Board of Directors may pass and enact such additional By-Laws and regulations not inconsistent with these By-Laws as may be convenient to carry on or facilitate the business of the corporation.

After the adoption of the foregoing By-Laws, there being no further business, the meeting was adjourned.

T. E. HENDERSON,
Pr.

A. C. DARLING,
Sect.

2246 Docket No. 453
Exhibit No. 41
Witness: Smithwick
Date: 2/9/21

Commission's Exhibit

Minutes of special meeting of Board of Directors of Andalusia Packing Company held at Northeast Corner of Exchange and Packers Avenues, Chicago, Illinois, on the 24th day of July, 1917, at 4:00 o'clock P. M.

The meeting was called to order by T. E. Henderson, President.

The following directors were present:

T. E. Henderson,
T. H. Ingwersen,
H. C. Carr,
W. B. Traynor,

being a majority of the Board.

H. C. Carr, was chosen and acted as Secretary of the meeting.

The Secretary then read a waiver and consent signed by all of the directors of the company, a copy of which is as follows:

Chicago, July 24th, 1917.

We, the undersigned, being all the directors of Andalusia Packing Company, an Alabama corporation do hereby waive notice of the time and place of a special meeting of directors of said corporation and do hereby consent to the holding of said meeting at 4:00 o'clock P. M., July 24, 1917, at the Northeast Corner of Exchange and Packers Avenue, Chicago, Illinois.

Witness our signatures this 24th day of July, 1917.

G. D. ROGERS
H. C. CARR
WM. B. TRAYNOR
T. H. INGWERSEN
T. E. HENDERSON

The President then tendered his resignation, which, on motion duly made and carried, was accepted. T. H. Ingwersen was then unanimously elected President to fill the vacancy and acted as Chairman of the meeting. 2247

The resignation of S. B. Milligan as First Vice-President was then read and accepted. T. E. Henderson was then unanimously elected First Vice-President to fill the vacancy.

The resignation of J. J. Johnson as second Vice-President was then read and accepted.

The resignation of A. C. Darling as Secretary and Treasurer was then read and accepted. C. A. Peacock was then unanimously elected Secretary to fill the vacancy and C. M. Williamson was then unanimously elected Treasurer to fill the vacancy J. J. McGuire was then unanimously elected Assistant Treasurer to serve until the next annual meeting and until his successor shall be elected and qualify.

On motion duly made and carried, the following resolution was unanimously adopted.

Resoluted, That the funds of the corporation shall be deposited in the name and to the credit of the corporation in the First National Bank of Andalusia, Alabama.

On motion duly made and carried, the following resolution was unanimously adopted:

Resolved, That G. D. Rogers be and he is hereby authorized to countersign all checks made by the corporation.

Upon motion duly made and carried, the following resolution was unanimously adopted:

Resolved, That C. B. Colt ....., of Andalusia, Alabama is hereby appointed statutory agent of the corporation, and the President or Secretary of the corporation is hereby authorized to certify under seal of the corporation and file in the office of the Secretary of State of Alabama and in the office of the Probate Judge of Covington County, Alabama, a certificate of appointment of said statutory agent.

There being no further business, the meeting on motion, adjourned.

H. C. CARR
Secretary.

2248 Minutes of a special meeting of the stockholders of the Andalusia Packing Company held at Northeast corner of Exchange and Packers Avenues, Chicago, Illinois, on the 24th day of July 1917, at 3:30 o'clock P. M.

The meeting was called to order by T. H. Ingwersen, who was chosen and acted as Chairman. H. C. Carr was chosen and acted as Secretary of the meeting.

A waiver and consent signed by all of the stockholders of the company was then read by the Secretary, copy of which is as follows:

We, the undersigned, being the holders and owners of all of the issued and outstanding capital stock of Andalusia Packing Company, an Alabama corporation, do hereby waive notice of the time, place and purpose of holding a special meeting of the stockholders of said corporation, and do hereby consent to the holding of a special meeting at 3:30 o'clock P. M. July 24, 1917, at the Northeast corner of Exchange and Packers Avenue, Chicago, Illinois, for the amendment of the by-laws, the acceptance of resignation of directors of said corporation, and the election of new directors.

Witness our signatures this 24th day of July 1917.

G. D. Rogers
H. C. Carr
Wm. B. Traynor
T. H. Ingwersen
T. E. Henderson

The Secretary then called the roll of the stockholders and the following named persons, owners of the number of shares of capital stock set opposite their respective names, were present in person or by proxy.

Docket No. 453 Exhibit No. 42 Commission's Exhibit
Witness: Smithwick.
Date: 2-9-21.

2249

Name	Number of Shares
T. E. Henderson	100
T. H. Ingwersen	820
G. D. Rogers	100
Represented by proxy to H. C. Carr	
H. C. Carr,	820
W. B. Traynor	825
Total	2665

On motion duly made and carried, all persons holding

proxies of stockholders were allowed to vote the stock of the stockholders whose proxy they held.

The Secretary reported that 2665 shares of stock were present and represented at the meeting, being all of the issued and outstanding stock of said corporation.

The reading of the minutes of the preceding meeting was waived.

On motion duly made and carried, Section 3 of the By-laws was amended to read as follows:

Section 3: The annual meeting of the stockholders may be held at the office of the corporation in Chicago, Illinois, or at the principal office of the corporation in Andalusia, Alabama, beginning between the hours of 9 A. M. and 4 P. M. on the second Monday in October of each year, and if a holiday, on the first day thereafter not a holiday. In case there should be no quorum at said meeting, the stockholders present in person or by proxy may adjourn said meeting to some other day or hour and so on from time to time until a quorum is obtained.

On motion duly made and carried, Section 4 of the By-laws was amended to read as follows:

Section 4: Special meetings of the stockholders may be held at the office of the corporation in Chicago, Illinois, or at the principal office of the corporation in Andalusia, Alabama, and may be called at any time by a resolution of a majority of the Board of Directors. The Secretary of the Com-
2250 pany, shall mail notice in writing stating the time, place and objects of such meetings to the last known address of each stockholder not less than 10 days before said meeting. The stockholders by unanimous written consent may waive notice of the time, place and objects of such meetings.

On motion duly made and carried, Section 8 of the By-Laws as amended at the regular annual meeting of the stockholders held October 9th, 1916, was amended to read as follows:

Section 8: The business and property of the corporation shall be managed by a board of five directors who shall be stockholders and who shall be elected annually by ballot by the stockholders for the term of one year and until their successors are elected and qualify. Any vacancy in the Board of Directors may be filled by the remaining members of the Board.

On motion duly made and carried, Section 9 of the By-Laws was amended to read as follows:

Section 9: Regular meetings of the Board of Directors may be held at the office of the Corporation in Chicago, Illinois, or at the principal office of the corporation in Andalusia, Alabama, on the second Monday in October in each year, immediately after the annual meeting of the stockholders.

On motion duly made and carried, Section 10 of the By-Laws was amended to read as follows:

Section 10: Special meetings of the Board of Directors may be held at the office of the corporation in Chicago, Illinois, or at the principal office of the corporation in Andalusia, Alabama, and may be called at any time by the President or one of the Vice-Presidents or may be held at any time or place without notice by unanimous written consent of all the members of the Board. In the absence of such consent, notice in writing of special meetings of the Board of Directors called by the President or one of the Vice-Presidents shall be given by the President or one of the Vice-Presidents or Secretary to each member of the Board personally or by mailing to each member said notice in writing at least three (3) days before such meeting and such notice need not state the object of the meeting.

2251 On motion duly made and carried, Section 14 of the By-Laws was amended to read as follows:

Section 14: The officers of the corporation shall be a President, a First Vice-President, a Second Vice-President, a Secretary, an Assistant Secretary, a Treasurer, and an Assistant Treasurer who shall be elected annually by the Board of Directors for one year and until their successors are elected and qualify.

The offices of Secretary and Treasurer may be filled by one and the same person.

Any vacancy which occurs in any of said offices may be filled by the Board of Directors.

On motion duly made and carried, Section 16 of the By-Laws was amended to read as follows:

Section 16: The Secretary, shall keep the minutes of all the stockholders' and directors' meetings and, subject to the control of the directors, shall have charge of the corporate seal and the books of the corporation, and shall perform such other duties as are incident to his office or required of him by the Board of Directors. In the absence or disability of the Secretary, the Assistant Secretary shall act in his stead.

On motion duly made and carried, Section 17 of the By-Laws was amended to read as follows:

Section 17: The Treasurer shall receive and have the custody of all moneys and securities belonging to the corporation, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall sign or countersign all checks made by the corporation, together with another to be appointed by the Board of Directors, and, when necessary or proper, together with the President or Vice-President, promissory notes on behalf of the corporation. When necessary or proper he shall endorse on behalf of the corporation for collection only checks, notes, and other obligations, and shall render to the President and Directors at the regular meeting of the board, and whenever they may require it, an account of all his transactions
2252 as treasurer and of the financial condition of the corporation. He shall give the corporation a bond in a sum and with surety satisfactory to the board of directors for the faithful discharge of the duties of his office and for the restoration to the corporation in case of death, resignation or removal from office, of all its books, papers, vouchers, money, or other property of whatsoever kind in his possession. In the absence or disability of the treasurer, the assistant treasurer shall act in his stead.

On motion duly made and carried, Section 19 of the By-Laws is hereby repealed.

On motion duly made and carried, Sections 20, 21 and 22, of the By-Laws are hereby renumbered 19, 20 and 21, respectively.

Each of the following named directors having tendered their resignations in writing and each having become disqualified to hold office by reason of the transfer of all of the stock held by each of them, on motion duly made and carried the resignations of:

A. C. Darling	A. S. Douglas
J. L. Knox	D. B. Gantt
O. L. Benson	R. G. Wood
S. B. Milligan	E. L. More
W. D. Hutchinson	Dr. S. W. May
C. S. O'Neil	J. M. Robinson
D. A. McArtan	D. H. Morris, Jr.
J. J. Johnson	A. F. Merrill

were accepted.

On motion duly made and carried, T. H. Ingwersen, G. D. Rogers, H. C. Carr and W. B. Traynor were unanimously elected as directors to fill the vacancies.

There being no further business, the meeting on motion, adjourned.

H. C. CARR
Secretary.

REF:M

2253 Special meeting of the Board of Directors of the Andalusia Packing Company was held at Union Stock Yards, Chicago, Illinois, Tuesday, August 7th, 1917. Commission's Exhibit No.

Present:

T. H. Ingwersen
H. C. Carr,
W. B. Traynor

a majority of the Board.

Also—C. A. Peacock, Secretary.

Mr. T. H. Ingwersen, President, acted as Chairman and Mr. C. A. Peacock acted as Secretary of the meeting.

A consent to the Meeting signed by all of the Directors of the Company was filed with the Secretary.

On motion duly made and seconded, the following resolution was unanimously adopted.

Resolved, That checks drawn against funds of the Andalusia Packing Company deposited with any Bank or Trust Company shall be signed by C. M. Williamson, Treasurer, and countersigned by Geo. D. Rogers, Director, and—

Further Resolved, That all resolutions in conflict herewith be and the same are hereby rescinded.

There being no further business to come before the meeting, on motion duly made and seconded, same adjourned.

C. A. PEACOCK,
Secretary.

ion's
it No. 44.

Docket No. 453 Exhibit No. 43
Witness: Smithwick Date: 2-9-21.

2254 A meeting of the Directors of the Andalusia Packing Company was held at Union Stock Yards, Chicago, Illinois, Tuesday, August 14th, 1917.

Present

T. H. Ingwersen,
H. C. Carr,
W. B. Traynor.

a majority of the Board.

Also—C. A. Peacock, Secretary.

Mr. T. H. Ingwersen, President of the Company, presided as Chairman and Mr. C. A. Peacock acted as Secretary of the meeting.

Minutes of the previous meeting were read and, on motion duly made and seconded, approved.

The resignation of Mr. C. M. Williamson as Treasurer to take effect Monday, August 20th, 1917, was received; and, on motion duly made and seconded, same was unanimously adopted.

On motion duly made and seconded, it was then voted to elect Mr. C. B. Colt as Treasurer of the Company to take effect Monday, August 20th, 1917.

On motion duly made and seconded, it was unanimously

Resolved, That on and after August 20th, 1917, checks drawn against funds of the Andalusia Packing Company deposited with any Bank or Trust Company shall be signed by C. B. Colt, Treasurer, and countersigned by Geo. D. Rogers, Director, and

Further Resolved, that all resolutions in conflict herewith be and the same are hereby rescinded.

There being no further business to come before the meeting, on motion duly made and seconded, same adjourned.

C. A. PEACOCK
Secretary.

ion's
it No. 45.

Docket No. 453 Exhibit No. 44.
Witness; Smithwick. Date: 2-9-21.

2255 Regular Annual Meeting of the Stockholders of Andalusia Packing Company was held at the office of the Company Union Stock Yards, Chicago, Illinois, on Monday, October 8th, 1917.

The meeting was called to order by Mr. H. C. Carr, who

was chosen and acted as Chairman, Mr. C. A. Peacock, Secretary of the Company acted as Secretary of the meeting.

The Secretary then called the roll of the stockholders, and the following named persons, owners of the number of shares of capital stock set opposite their respective names, were present in person or by proxy:

Name	Number of Shares
H. C. Carr	820
W. B. Traynor	825
T. E. Henderson	100
Total	1745

On motion duly made and carried, all persons holding proxies of stockholders were allowed to vote the stock of the stockholders whose proxy they held.

The Secretary reported that 1745 shares of stock were present and represented at the meeting, being a majority of the issued and outstanding stock of said corporation.

The reading of the minutes of the preceding meeting was waived.

The officers and committees had no annual report to make and it was therefore moved and carried that their reports be deferred until the next regular annual meeting of the stockholders.

On motion duly made and carried, it was voted to proceed by ballot to the election of Directors for the ensuing year and until their successors are elected and qualify.

Ballots having been taken, the following were declared elected Directors of the Company for the ensuing year and until their successors are elected and qualify.

T. E. Henderson
T. H. Ingwersen
G. D. Rogers
H. C. Carr
W. B. Traynor

There being no further business to come before the meeting, on motion duly made and seconded, meeting adjourned.

C. A. PEACOCK,
Secretary.

Docket No. 453 Exhibit No. 45.
Witness: Smithwick Date: 2-9-21.

2256 Adjourned meeting of the Board of Directors of Andalusia Packing Company was held at the office of

Commission Exhibit N

the Company Union Stock Yards, Chicago, Illinois, Monday, October 29th, 1917.

Mr. T. H. Ingwersen, President, called the meeting to order.

There were present.

T. H. Ingwersen,
H. C. Carr,
W. B. Traynor.

a majoritw of the Board.

Also—C. A. Peacock, Secretary.

Mr. C. A. Peacock was chosen and acted as Secretary of the meeting.

On motion duly made and seconded it was voted to dispense with reading of minutes of previous meeting.

On motion duly made and seconded it was voted to proceed by ballot to the election of officers for the ensuing year and until their successors are elected and qualified.

Ballot was taken and the following were unanimously elected officers of the Company:

President T. H. Ingewrsen,
Vice Pres. T. E. Henderson,
Secretary C. A. Peacock,
Treasurer C. B. Colt,
Asst. Treas. J. J. McGuire.

There being no further business to come before the meeting, on motion duly made and seconded, same adjourned.

C. A. PEACOCK
Secretary.

Docket No. 453 Exhibit No. 46.
Witness: Smithwick Date: 2-9-21.

's
o. 47. 2257 A meeting of the Directors of the Andalusia Packing Company was held at Union Stock Yards, Chicago, Illinois. Tuesday March 26th, 1918.

Present:

T. H. Ingwersen,
W. B. Traynor,
H. C. Carr.

a majority of the Board.

Also—C. A. Peacock, Secretary.

Mr. T. H. Ingwersen, President of the Company, presided as chairman, and Mr. C. A. Peacock acted as Secretary of the meeting.

On motion duly made and seconded it was unanimously adopted to dispense with reading of the Minutes of the previous meeting.

On motion duly made and seconded the following Resolution was unanimously adopted.

Resolved: That, a dividend of Ninety-seven Thousand Two Hundred Seventy-Six Dollars and Fourteen Cents ($97,276.14) be and hereby is declared payable March 30th, 1918 to stockholders of record on the books of the Company on that date.

There being no further business to come before the meeting, on motion duly made and seconded, same adjourned.

C. A. PEACOCK,
Secretary.

Docket No. 453 Exhibit No. 447.
Witness: Smithwick Date: 2-9-21

2258

Docket No. 453 Exhibit No. 48. Commission's Exhibit N
Witness: Smithwick Date: 2-9-21

MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS OR ANDALUSIA PACKING COMPANY HELD MARCH 30TH, 1918.

A special meeting of the Board of Directors of Andalusia Packing Company was held at the office of the Company in the City of Chicago, Cook County, Illinois, Saturday, March 30th, 1918, at 10:00 o'clock in the forenoon, pursuant to call of the President and notice to all the directors.

Present:

Messrs. T. H. Ingwersen,
H. C. Carr,
W. B. Traynor.

being a majority of the Board.

Present also Mr. C. A. Peacock.

Mr. T. H. Ingwersen, President of the Company, presided as Chairman of the meeting, and Mr. C. A. Peacock, Secretary of the Company, acted as Secretary of the meeting.

On motion duly made and seconded, the following resolution was unanimously adopted:

Resolved that the Treasurer of this company be and he hereby is authorized and directed to set aside the sum of $17,000,00 as a reserve fund for the payment of federal taxes.

On motion duly made and seconded, the following resolution was unanimously adopted:

Resolved, that a diivdend of $97,276.14 be and the same is hereby declared payable out of the surplus profits of the company to the stockholders of record at the close of business March 30th, 1918.

On motion duly made and seconded, the following resolution was unanimously adopted:

Whereas, Swift and Company, a corporation of the State of Illinois, has offered to purchase all of the property and 2259 business of this company at the book value thereof at the close of business Saturday, March 30th, 1918, for cash and assume all the debts, liabilities and obligations of this company; and

Whereas, it is the judgment of this Board of Directors that the price aforesaid is a full and fair price for the property and business of this company, and it is to the best interest of this company to accept said offer;

Therefore, Resolved, That said offer be and the same is hereby accepted; and

Resolved, Further, That the proper officers of this company be and they hereby are authorized and instructed to convey, assign and transfer to said Swift and Company all of the property and business of this company by proper instruments of conveyance on receipt of the purchase price aforesaid.

There being no further business presented, on motion the meeting adjourned.

C. A. Peacock
Secretary

MW:O

2260 MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS OF ANDALUSIA PACKING COMPANY HELD JUNE 29TH, 1918. Commission Exhibit N

A special meeting of the Board of Directors of Andalusia Packing Company was held at the office of the Company in the City of Chicago, Cook County, Illinois, Saturday, June 29th, 1918, at 10:00 o'clock in the forenoon pursuant to call of the President and notice to all the directors.

Present:

Messrs. T. H. Ingwersen,
H. C. Carr,
W. B. Trayrnor.

being a majority of the Board.

Present also Mr. C. A. Peacock.

Mr. T. H. Ingwersen, President of the company presided as Chairman of the meeting, and Mr. C. A. Peacock, Secretary of the Company, acted as Secretary of the meeting.

On motion duly made and seconded, the following resolution was unanimously adopted:

Whereas this company has sold and disposed of all its property and business to Swift and Company and has received the purchase price thereof and now has on hand $133,250.00 being the proceeds of the sale of its property and business as aforesaid; and

Whereas this company desires to liquidate its affairs and make distribution to its stockholders;

Therefore, Resolved, That the Treasurer of this Company be and he hereby is authorized and directed to distribute said sum on hand, to wit, the sum of $133,250.00 to the stockholders of this company of record at the close of business June 29th, 1918.

There being no further business presented, on motion the meeting adjourned.

C. A. PEACOCK
Secretary.

MW:O

Docket No. 453 Exhibit No. 49.
Witness: Smithwick. 2-9-21.

2261 Docket No. 453 Exhibit No. 50. Commission Exhibit N
Witness: Smithwick 2-9-21.

This Contract, made in duplicate, by and between T. E. Henderson and A. C. Darling, of the City of Andalusia, State

of Alabama, parties of the first part, and G. F. Swift, Jr., of Chicago, Illinois, party of the second part, Witnesseth:

Whereas, the parties of the first part are the owners of two hundred and seventy-four (274) shares of the capital stock of the Andalusia Packing Company, an Alabama corporation; and,

Whereas, the undersigned and all other stockholders of the said Company have agreed to sell all of the shares of the capital stock of the said Company at the price of Seventy Dollars ($70.00) per share;

Now, Therefore, the said parties of the first part, for and in consideration of the purchase of all of the capital stock of the said Company from them and all other stockholders of the said Company and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby jointly and severally guarantee to the party of the second part that the note or notes and other obligations of the said Andalusia Packing Company representing moneys borrowed as of May 1, 1917, aggregate the sum of Three Hundred Forty-two Thousand Nine Hundred Twenty-four Dollars and Fifty-four Cents ($342,924.54) and no more; that on the date hereof the unpaid notes and other obligations of the said Andalusia Packing Company, representing moneys borrowed, aggregate the sum of One Hundred Ninety-nine Thousand Seven Hundred Seventy-seven Dollars and eighty-eight Cents ($199,777.88) and no more; that since May 1, 1917, the notes and other obligations of the said Andalusia Packing Company representing moneys borrowed aggregating One Hundred Forty-three Thousand One Hundred Forty-six Dollars and Sixty-six Cents ($143,146.66) have been paid off and discharged, and the said parties of the first part jointly and severally promise and agree to pay all notes and other obligations of the Andalusia Packing Company representing moneys borrowed in excess of the said sum of One Hundred Ninety-nine Thousand Seven Hundred Seventy-seven Dollars and Eighty-eight Cents ($199,777.88) and to save and keep the said party of the second part and the said Andalusia Packing Company harmless from payment of, or liability for all obligations and liabilities of said Andalusia Packing Company for moneys borrowed in excess of the sum last aforesaid.

2262 The said party of the second part covenants and agrees that he will pay or cause to be paid when due, such notes and other obligations of the said Andalusia Pack-

ing Company representing moneys borrowed on the date hereof, which shall not exceed in the aggregate the sum of One Hundred Ninety-nine Thousand, Seven Hundred Seventy-seven Dollars and Eighty-eight Cents ($199,777.88).

In Witness Whereof the parties hereto have hereunto set their hands and seals this 24th day of July, A. D. 1917.

T. E. HENDERSON (Seal)
A. C. DARLING (Seal)
G. F. SWIFT, JR. (Seal)

Witness:
(Signed) H. C. CARR
H. C. CARR
H. C. CARR

2263

DOCKET No. 453 EX. No. 50A
Witness: Smithwick. 2-9-21

Note or Notes and Other Obligations of the
ANDALUSIA PACKING COMPANY
Representing Moneys Borrowed as of
May 1st, 1917.

Date of Obligation	To Whom Payable	Due	Amount
August 23, 1916.	O'Neil-Law & Co. Promissory Note Carrying Interest from March 1st 1917 at 8% per annum.	March 1st, 1917	$10,420.00
October 30, 1916.	P. N. Hickman Promissory Note Interest included in face of note	October 25, 1917	5,400.00
April 30, 1917.	Farmers & Merchants National Bank, Troy, Ala. Promissory Note. Interest included in face of note	October 30, 1917	12,500.00
May 30, 1917.	Farmers & Merchants National Bank, Troy, Ala. Promissory note. Interest included in face of this note.	November 30, 1917	12,500.00
December 7, 1916	D. H. Morris Promissory note with interest from date of note at 8% per annum	June 7, 1917	30,000.00
December 26, 1916	First National Bank, Montgomery. Promissory Note. Interest included in face of this note.	August 22, 1917	10,000.00
December 30, 1916,	First National Bank of Andalusia Promissory Note. Interest included in face of this note.	August 9, 1917	5,300.00
2264			
January 12, 1917.	C. S. O'Neal, Promissory Note. Interest included in face of this note.	January 12, 1918	10,800.00
January 29, 1917,	First National Bank, Troy, Ala. Prom. Note. Interest included in face of this note	August 29, 1917	10,000.00

Date of Obligation	To Whom Payable	Due	Amount
January 29, 1917,	First National Bank, Troy, Ala. Promissory Note. Interest included in face of this note.	September 29, 1917	$10,000.00
February 7, 1917,	Henry Opp. Promissory Note, Interest included in face of this note.	February 6, 1918	32,400.00
February 16, 1917,	S. B. Milligan Promissory Note carrying interest from date of note at 8% per annum	Demand	10,000.00
March 28, 1917,	First National Bank of— Dozier, Ala. Promissory Note, Interest included in face of this note.	March 28, 1918	3,710.00
September 8, 1916,	F. K. Feagin Promissory Note. Interest from date of Note at 8% per annum	Payable on Demand	8,000.00
July 12, 1917	Andalusia Fertilizer Company. Promissory Note carrying interest from date of note at 8% per annum.	Payable on Demand.	28,747.88

NOTES PAID SINCE MAY 1st, 1917.

May 9th,	Seaboard National Bank, New York City,	12,500.00
May 10th,	Farmers National Bank, Geneva, Ala.	6,000.00
2265		
May 18th,	M. E. Donaldson, Opp. Ala.	10,466.66
May 29th,	First National Bank, Enterprise, Ala.	12,480.00
June 8th,	First National Bank, Andalusia, Ala.	10,400.00
June 8th,	Seaboard National Bank, New York City.	12,500.00
June 21st,	First National Bank, Montgomery, Ala.	10,000.00
June 15th,	First National Bank, Brantley, Ala.	5,500.00
July 10th,	Seaboard National Bank, New York City	12,500.00
July 10th,	Bank of Andalusia, Andalusia, Ala.	10,200.00
July 12th,	National Bank of Commerce, Pensacola, Fla.	30,600.00
July 22nd,	First National Bank, Montgomery, Ala.	10,000.00

's
No. 51. 2266 Copy

Whereas the undersigned are the owners of 274 shares of the capital stock of the Andalusia Packing Company of Andalusia, Ala., a corporation incorporated under the laws of the State of Alabama;

And Whereas, the undersigned and all other stockholders of the said company have agreed to sell all of the shares of the capital stock of said company at the price of $70.00 per share;

Now, Therefore, this agreement witnesseth, that the undersigned for and in consideration of the purchase of all the capital stock of the said company from them and all other stockholders of the said company and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby jointly and severally represent and guarantee to all and each of the transferees of said stock that the total number of shares of stock issued by the said company and outstanding on the date hereof are 2665 shares, evidenced by certificates delivered this day to the said transferees.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 24th day of July, A. D. 1917.

T. E. HENDERSON (Seal)
A. C. DARLING (Seal)

Witness:
H. C. CARR
H. C. CARR

Docket No. 453 Exhibit No. 51
Witness: Smithwick Date 2-9-21.

. 52. 2267 Copy

Whereas, the undersigned, are the owners of 274 shares of the capital stock of the Andalusa Packing Company of Andalusia, Ala., a corporation, incorporated under the laws of the State of Alabama; and,

Whereas, the undersigned and all other stockholders of the said company have agreed to sell all of the shares of the capital stock of said company at the price of Seventy Dollars ($70.00) per share;

Now, Therefore, this agreement witnesseth; That the undersigned, for and in consideration of the purchase of all the capital stock of the said company, from them and all other

stockholders of the said company, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby jointly and severally guarantee to all and each of the transferees of said stock, that the assets and liabilities of the company on the 1st day of May, 1917, were as shown by its books a statement of which is attached hereto and marked "Exhibit A," and that on the date hereof said assets have not been decreased to any greater extent than the liabilities of the company have been decreased, and the undersigned jointly and severally promise and agree to pay any and all claims, demands, liabilities and obligations of the company which have further decreased said assets.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 24th day of July, A. D. 1917.

T. E. HENDERSON (Seal)
A. C. DARLING (Seal)

Witness:
WM. B. TRAYNOR
Witness:
WM. B. TRAYNOR

Docket No. 453 Exhibit No. 52.
Witness: Smithwick Date: 2-9-21.

2268

Copy

Copy from Chas. H. Swift's Office.

EXHIBIT "A"

Andalusia, Ala., 6-8-17

Assets and Liabilities
Andalusia Packing Company, May 1, 1917.

Assets:		
Cash	$44,039.10	
Accounts Receivable	90,849.16	
Notes Receivable	900.00	$400 pd. 6/20
Plant & Equipment	142,983.20	
Office Fixtures	1,314.93	
Unexpired Insurance	955.70	
Unearned Interest	3,501.86	
Personal Accounts R R Claims	687.09	
Inventory	261,079.09	
		$546,310.13

Liabilities	
Capital stock (250,000	$133,692.00
Notes (305,160.00) and	347,509.07
Accounts Payable (42,349.07)	
Accrued Interest	2,384.74
Profit	62,724.32
	$546,310.13

Com's Ex. No. 53.

2269

Moultrie Packing Company
Moultrie—Ga
Financial Statement as of April 30th 1917

Docket No. 453
Exhibit No. 53
Date Feb. 9, 1921.
Witness Smithwick.

Mr. W. C. Vereen,
President,
Moultrie Packing Company,
Moultrie, Ga.

2270

Moultrie, Ga.
May 15th, 1917.

Mr. W. C. Vereen,
President,
Moultrie Packing Company,
Moultrie, Ga.

Dear Sir:

Herewith I beg to hand you Financial Report showing condition of Moultrie Packing Company at the close of business April 30th, 1917.

Yours very truly,

(Illegible)
Auditor.

2271

Moultrie Packing Company
Moultrie—Ga

Statement of Operations from January 1st to April 30th 1917

Purchases—			
Cattle	$ 10340.23		
Hogs	479423.88		
Feed	1422.95		
Goats	66.75		
Grease	3234.93		$494488.74
Less Inventory Clearing Account			34849.13
Cost of Products Sold			$459639.61
Sales—			
Beef	10342.91		
Pork	470906.26		
Goat	13.76		
Hide	3673.76		
Lard	106705.97		
Grease	17864.73		
Tankage	3677.48		
Tallow	93.35		
Hair	1469.66		
Killing Cattle	32.50		
Total Value of Sales	$614780.38		
Expense on Sales—			
Freight on Meat	$17122.49		
Commission	12536.45		
Allowances	2660.98	32319.92	
Net Value of Sales			$582460.46
Gross Profit			122820.85

2272

Moultrie Packing Company
Moultrie, Ga

Operating Statement January 1st to April 30th 1917

Operating Expense

Boxes	$ 4495.27	
Barrels	3638.70	
Fuel	4516.34	
General	748.10	
Ice & Storage	1797.17	
Lard Pails	1097.06	
Labor	17962.76	
Oil Waste & Packing	402.75	
Paper Cloth & Twine	3269.89	
Refrigeration	334.39	
Repairs	496.96	
Supplies	6385.03	
Drayage	1061.59	
Laundry	34.00	
Total Plant Expense		$46240.01
Interest	$ 8209.40	
Insurance	1240.45	
Legal	312.16	
Office	187.91	
Printing & Stationery	359.08	
Postage	482.74	
Salaries	4566.54	
Taxes	345.25	
Traveling	100.63	
Tel & Tel.	376.32	
Car Repairs	174.97	
Advertising	248.30	
Total General Expense		$16603.75
Total Operating Expense		$62843.76

2273

Moultrie Packing Company

Moultrie—Ga

Statement Showing Financial Condition from January 1st April 30th—1917

Assets—		
Current—		
Cash on hand and in Banks..	$ 28997.37	
Accounts receivable	86772.73	
Notes receivable	6092.70	
Inventory	283483.59	
Accrued interest	1626.18	
Unexpired insurance	1511.12	$408483.69
Fixed—		
Buildings	105546.38	
Real estate	1648.75	
Machinery & equipment	43106.00	
Office furniture & fixtures	1970.95	$152272.08
		$560755.77
Liabilities—		
Capital stock (adjst pending)..	$ 97020.00	
Notes payable	290944.40	
Trade acceptances	63048.61	
Accounts payable	10345.11	
Brokers comission accounts ..	3197.92	
Reserve for interest payable (5) year notes	1473.32	
Reserve for taxes	340.00	
Reserve for bad accounts	1923.55	
Sundry accounts	283.07	
Surplus account April 30th 1917	92170.79	
		$560755.77

2274

Moultrie Packing Co

Moultrie—Ga

Summary of Operation January 1st 1917 to April 30th 1917.

Gross profit	$122820.85
Less operating expense	62843.76
Net profit carried to surplus	$ 59977.09

Surplus Account

Surplus December 30th 1916	$ 33386.42	
Net profit Jan 1st to March 3rd 1917	19742.21	
Net profit March 4th to March 30 1917	20166.01	
Net profit April 1st to April 30th 1917	18876.15	
Surplus May 1st 1917		$92,170.79

n's No. 54. 2275

Docket No. 453
Exhibit No. 54
Date Feb. 9, 1921
Witness Smithwick.

Cattle Production Report

Summary—April 1917

No. of cattle killed	73	
Live weight	45685	
Dressed weight	24329	
Average live weight	626	
Average dressed weight	333	
Average live cost		8.25
Average dressed cost		12.23
Average dressed cost offal & hides		10.48
Yield		53.25

2276

Docket No. 453
Exhibit No. 55
Date Feb. 9, 1921.
Witness Smithwick.

Commission's Exhibit No.

Hog Production Report

April—1917

Hogs Handled on Killing Floor—	No	Live weight	Dressed wt.
Packers	6976	834372	560784
Lard	13	1797	1071
Condemned	58	10033	5916
	7047	846202	567771
Average live weight		120	
Average dressed weight		80	
Average dressed cost			17.10
Average dressed cost offal & hides			15.20
Yield without offal			67.22
Yield with offal			73.49
Labor cost handling hogs thro plant			.41
Average fuel cost per head			.08

2277

Docket No. 453
Exhibit No. 56
Date Feb. 9, 1921
Witness Smithwick

Commission's Exhibit No.

Mr. Louis F. Swift,
Office.

Moultrie Packing Company

Sewage Disposal:

Sewage is now discharged through a 10" sewer about 3000 feet to a small tortuous stream about 1/2 mile east of town. Stream is badly obstructed with fallen trees, and in early summer flow is so small that it stagnates in pools. In fall and winter, am informed that flow is sufficient at all times to prevent stagnation.

By removing the fallen timbers and cutting ditches to straighten stream and drain some of its pools (in addition to new catch basin and evaporator hereinafter recommended), the condition would be much improved so that there would be no just cause for complaint. There are only about six families who live within 200 to 400 yards of the stream, who

have made objection, and we think that they would be satisfied; but, if not, think the citizens of Moultrie would not allow them to take any unreasonable action against us, as they take considerable pride in having the packing plant there.

Mr. Brooks has an offer to clean out stream as suggested, for $400; but I think we may have to spend $1500 or $2000 to do a good job. He is going to start right away on this work.

In case plant grows to a considerable size, we might have to treat sewage with chlorine or some other process.

Plant Value:

Think their statement of $150,000 is a correct value of the plant when it was built three years ago. It would cost $225,000 to reproduce it today. Estimate depreciation at 10% making present day value about $202,500.

2278 Plant Condition:

Buildings are of reinforced concrete construction in good condition, except that floors are worn, and lith insulation is falling off ceilings of hog coolers, and plaster is falling in curling cellars.

Equipment, while very limited, is all modern and in good condition. They are short of refrigeration and have no means of slushing coils, and pipes are frozen together impeding air circulation, resulting in slow chilling of hogs.

Recommend installing cork on ceilings of hog coolers only, replacing plaster in other coolers, and installing brine circulation over pipes in hog coolers.

Cost.....$4000.00

Beef Killing and Chilling:

They have one beef bed and can kill 5 cattle per hour; but have cooler capacity for only 60 cattle, or 30 per day.

To increase capacity to 50 per day, recommend install another beef bed and convert one of the old hog coolers (now used for lard and sausage) into a beef cooler by raising coil chamber.

Cooler capacity 120 to 60 cattle daily Cost $3500.00

To increase capacity to 100 cattle per day, the two beds would be sufficient working 10 hours a day. Convert both old hog coolers into beef coolers by raising coil chamber and extend all three coolers one bay south.

Cooler capacity 240 or 120 per day. Cost added to above $4000.00

Beef Shipping Cooler:

They have no place on first floor for holding beef ready for shipment. Two small coolers now used for holding fresh pork and lard for shipment could be thrown into one room, size 32′ x 48′ and railed for beef quarters with refrigerating pipes over alleys. This covers point raised by Mr. H. C. Carr.

Cost.....$1200.00

2279 Hog Killing:

They have well laid out equipment with chain hoist 15′ tub, horizontal barrel scraper and bench and 65 ft. dressing rail without chain. Have killed 1021 in 7½ hours. Normal rate 600 in 5 hours using same gang cutting 5 hours. In January they averaged 3300 per week.

To increase capacity to 1200 per day, same equipment will serve, but Mr. Brooks recommends a Brecht scraper which will do better work on heads and legs and save about six men scraping. Also move partition and rearrange rails to give more working room.

Cost.....$4000.00

Hog Killing and Curing:

They have two hog coolers, 20′ x 80′, capacity 600 each, two sweet pickle cellars, 80′ x 80′, and 48′ x 64′; total capacity 1,200,000# and one dry salt cellar 70′ x 80′, capacity 800,000#; also one room 40′ x 80′ used for dry salt meats and lard.

To increase capacity recommend building an addition to the south end of plant, size 80′ x 80′; third floor to be used for hog chilling with a capacity of 2400 hogs; 2nd floor for S. P. meats, capacity 800,000#; and 1st floor for D. S. meats, capacity 900,000#.

Cost.....$75,000.00

This will bring total chilling capacity to 3000 in coolers or 1500 daily, S. P. meats 2,000,000#, and D. C. meats 1,700,000#.

Cutting and Sausage:

The room 40′ x 80′ on 3rd floor now used for D. S. meats and lard would be divided one-half to be used for cutting and one-half for sausage and sausage meats, both of which would be displaced by the enlargement of beef coolers.

They have sausage hasher, silent cutter, mixer, and stuffer,

(which will remain in present location), and can double output with present equipment.

Offal Floor:

No equipment except one washing bench.

2280 Recommend install one hog head bench and splitter, jaw puller, snout puller, fat washer, gut washer, and tables, chutes, etc.

Cost.....$2500.00

P. S. Lard and Tallow Equipment:

They now have one tank 4′ x 12″ and one 6′ x 5′ for lard and can produce 8000# P. S. lard daily. Recommend use the latter for tallow and install two (2) additional 6′ x 12′ tanks for lard. Also two (2) draw-off tanks and one (1) dump box. It will be necessary to cut holes in concrete floors and rearrange partitions to accommodate these tanks.

Cost.....$3000.00

Refined Lard:

They have one (1) 4′ x 7′ bleach kettle, one 21 plate 18″ filter press, storage tank, 3′ x 5′ lard roll and a beater tank for whipping lard after chilling; and can refine 10,000# daily. To double capacity, recommend another filter press, and a shell type brine cooler to get 0° brine instead of 20° brine from the plant system. It will also be necessary to move some of this equipment to make room for the P. S. Lard tank.

Cost.....$1500.00

They also have a 20″ square hand press for making lard oil for sausage and lard stearine which is put back into lard.

Inedible Grease, Tallow and Tankage:

They have two 6′ x 12′ vertical combination banks and dryers and a small tankage mill, and have been notified by the Government to put in a third tank and dryer to cut out night operation. Tankage is carried in closed trucks up elevator through edible departments to inedible tank room.

Recommend install blow tank to blow tankage from dump box to inedible tanks, install a 6′ x 12′ tank and dump box, use all three tanks for cooking only, install a 250 ton hydraulic press and a fertilizer dryer. There will be no space left in this room for storage and it will be necessary to take tierces of tallow and grease and bags of fertilizer to storage shed across the track as soon as they are filled.

Cost.....$7000.00

Tankwater:

Now being wasted into sewer. Recommend install a 2281 double effect Swenson evaporator and pumps.

Cost.....$6,500.00

This will materially improve the sewage.

Catchbasin:

Is hardly large enough and will have to be moved to make room for boilers. Recommend a new catchbasin 12′ x 30′ with two passes and Jennings screen, located west of plant across track.

Cost.....$4,000.000

Boiler and Engine Room:

They have 2—100 H. P. shell boilers, 1-50 Ton refrigerating machine with only 30 tons condenser capacity, brine tank, 50 KW power engine, 200 ft. air compressor, two pumps, 500 ft. air blown well capacity about 100 gal. per min., and concrete reservoir. They are short of refrigerating capacity to handle present business properly.

To double capacity, recommend install 2—125 H. P. boilers, one 100 Ton refrigerating machine, new well and air compressor and two pumps. This will require extensions to both engine and boiler room.

Cost.....$32,000.00

Office:

If plant is extended to the south, office will have to be removed and a new one built.

Cost.....3,500.00

Smokehouses:

They have three smoke houses with 2 hanging floors, total capacity all three, 15,000# daily. One is used for sausage. If additional capacity is desired a 50% increase can be obtained by adding another story 32′ x 64′,—a space 32′ x 32′ being gained for storage of tin-ware.

Cost.....5,000.00

A further increase could be obtained by tearing out toilet rooms in front of elevators; but this is not recommended unless absolutely necessary.

The writer reviewed all of these matters with Mr. Brooks in Atlanta and he approved proceeding on the above basis.

W. A. Burnet

WAB/MMH

ion's
No. 57. 2282

Docket No. 453
Exhibit No. 57
Date Feb. 9, 1921
Witness Smithwick

H. J. Nelson.

Herewith Report in approximation of net book value of the Capital Stock of the Moultrie Packing Co. as at April 30th, 1917.

Audit made May 28 & 29th. 1917

As a result of this investigation I am of the firm conviction that the Capital Stock of this concern is worth $165.00 per share as a going business, and recommend its purchase I secured from Mr. Verren two signed statements.

(A) Affirmation of Balance Sheet.

(B) Guarantee to deliver 100% of the total outstanding stock.

Please find detailed statements next attached in following order.

(1) Cash.
(2) Accounts Receivable.
(3) Notes "
(4) Inventory & Avg. Selling Prices
(5) Fixed Assets.
(6) Machinery and Equipment details.
(7) Capital Stock.
(8) Notes payable
2283 (9) Bonds.
(10) Trade Acceptances
(11) Account payable
(12) Surplus Account.
(13) Office pay Roll and organization.
(14) Selling Organization.
(15) File Insurance.
(16) Casualty Insurance.
(17) Taxes.
(18) Killing Results.

I find that the local business men are very proud of their leading industry—the packing house, and believe it will continue to have the good will of the community, especially so, if the plant is enlarged.

It seems to me the vital problem is not so much the availability of live stock in sufficient quantity, but rather the necessity of grading up the king of stock now being raised.

That, of course, is a matter of education in which we must do our part.

Trust this report satisfactory for the purpose.

O. C. E. MATTHIES

June 1st, 1917.

P. S.

All of the officials were on the job but Mr. Brooks, who was attending his daughters commencement exercises.

2284 Cash

Verified as O. K.

Citizens Bank	$ 3106.60
1st. Nat'l	4975.92
Moultrie Banking Co.	10226.54
4th Nat'l—Macon	37.07
Atlanta Nat'l	10657.00
Petty Cash—Overdrawn	5.76
	$28997.37

2285 Accounts Receivable

The Customers Ledgers represent the following outstandings as at 4/30/1917

Ledger #1 A—L	$33147.93
" 2 M—Z	27014.05
Macon Accounts	4635.28
Atlanta Accounts	18268.74
Total	$83066.00
The Controlling Acct. in Gen'l Ledger and which is represented on Balance Sheet, shows	86772.73
Excess in Assets	$ 3706.73

The present Auditor (R. N. Hall) states that when he came with the Company last Sept. the accounts were in deplorable shape: in fact the conditions were such that it was impossible to reconcile the Customers Ledgers with the Controlling Acct.

The $83066.00 of Accounts are in good shape. Have scrutinized each of the 600/700 open accounts and consider them worth 99c on the dollar.

2286 Notes Receivable

Applying on Mdse	$2213.55
" " Stock Subscriptions	3838.70
	$6052.25
As per A & L Stmt	6092.70
	4045

Claim they overlooked writing this off.

Of the notes on stock subscriptions they consider $794.50 uncollectible (see sheet attchd items marked with an x) and $900.00 as doubtful (see item marked?)

2287 Inventory

Comparison of the last three inventories show:

Mar. 3rd	2,188,500#	averaging	14.40 per cwt.
" 31st	1,975,300#	"	15.68 " "
Apr. 30th.	1,615,500#	"	17.10 " "

Which is in line with market advances during this period.

I checked the quantities in the cellers with the lot records and believe the D. S. meats will ship out with an average.

Values compared with selling prices show that the inventory averages about ½c above net selling prices. See notation on Surplus Stmt. (#12.)

2288 Details of Fixed Assets. (Plant Values)

Land 13.9 Acrs		$ 1648.75
Buildings; 1st Section	55063.04	
2nd "	50483.34	105546.38
Machinery & Equipment		38221.20
Artesian Well 565' Deep		2285.40
Septic Tank (at sewer)		175.00
Car Equipment—6 cars (Old Swift Cars)		2424.40
Office Furniture & Fixtures		1970.95
Total		152272.08

Above are strictly book values, no depreciation having been applied. However, believe that the item of depreciation is offset by increase in values of construction costs.

Mr. Barnet will report on appraised values of plant.
Will get some details of the larger items in Mchry & Eqpmt Acct for next report.

2289 MACHINERY & EQUIPMENT

Itemization of the larger units:			
Refrigeration:	York Ice Machine	8138.58	
	Ammonia Lines	4638.13	
	Drip Pans	1026.00	13802.71
Engine Room:	Boilers	1500.00	
	Engine	985.00	2485.00
Elect. Eqpmt:	Dynamo, Motors, Etc.		2051.00
Elevator:	Otis		1400.00
Tank & Lard Room:			4784.00
Vats:	Stationary	1655.00	
	S. P. Curing	894.60	2549.60
Hog Scraper		1200.00	
" Hoist		225.00	
Misel. Hog Killing		917.50	2342.50
			$29414.81

2290 Capital Stock $97020.00 (adjmt, pending)

Shares	
30	Bonus to C. L. Brooks, Mgr. (part of remuneration for services or 3-yr contract)
873	Cash—Paid in full.
903	Certificates issued
93	Sold on contracts—not completed
996	
34	Of the contract purchases it is estimated that 34 shares will not be taken up.
962	Probable number to be taken up—$96,200.

2291 Notes Payable

Citizens	$18,000.
Moultrie Banking Co.	39,000.
1st Nat'l	15,500.
Atlanta Nat'l	175,000.
	$247,500
8% Local Citizens (5 yr) Secured by directors individually for bldg addition	50,000.
Swift Transp. Co. 6 Refr. Cars	
2424.40	
Paid 1980.00	
Bal	444.40
Grand Total	$297944.40
Taken up on books	290944.40
Books short	$ 7000.00

explained as being the result of failing to take up renewals.

Books have been out of balance since Sept. 1916.
Bank Certification Stmts. attached.
See special sheet reporting on bonds.

2292 Bonds.

Denomination	$50.00	
Issued	100	Amt. $50,000.00
Held by: Moultrie Bank Co.		29,500.
Citizens Bank		11,000
1st Nat'l		9,500.
		$50,000.

These used as collateral only to secure notes held by the banks.
I saw the acknowledgements furnished by the banks.

2293 **Trade Acceptances:**

Held by: Moultrie Banking Co.	$23,821.19
Citizens Bank	39,227,42
1st. Nat'l	.....
	$63,048.61

These represent drafts drawn by Live Stock buyer against himself.

This indebtedness all paid up now.

2294 **Accounts Payable—May 1st 1917**

Albany Mill Supply Co.	$ 10.51
Arbuckle Bros.	65.07
Arrow Boiler Compound Co	33.30
Brecht Company.	409.50
Cash Drug Store.	1.00
Cincinnati Butchers Supply Company	7.50
Colonial Salt Company	.....
Colquitt County Cooperage Company	613.90
Cotton States Belting Supply Company	41.36
Florida Woodenware Co.	541.00
Floridin Company.	5.32
Ford J. B. Co.	112.00
Fairbanks Company.	114.40
Garlock Packing Company.	30.09
Gulf Refining Co.	31.00
Hall Hardware Co.	153.73
Harper & Clark.	741.98
Herald Publishing Co.	102.03
Horkan, G. A.	54.27
Home Rubber Company.	4.40
Jarrard Well Company.	1814.05
Lamb & Tilden.	30.00
Marshall W. J. & Company	2309.81
Miller T. R. Mills Co	20.28
Morrison R. M.	7.40
Moultrie Cotton Mills.	1071.09
Moultrie Ice & Cold Storage Co.	290.88
Moultrie Machine & Foundry Company	7.60
Moultrie Grocery Company.	92.80
National Paper Co.	926.45
Observer Publishing Co.	4.00

Remington Typewriter Co.	66.50
Riverside Mfg. Co.	243.39
Stein Hirsch & Co	32.88
Savannah Supply Co.	33.02
Stokes Robbenberry Co.	318.20
Standard Oil Company.	4.60
Southern Belting Co.	53.00
Valvoline Oil Company.	102.12
Western Electric Co.	57.40
Willis Grocery Co.	3.85
York Mfg. Company.	15.55
	$10578.13
Credits—	
Helena Grocery Co. 6.87	
Margaret Coal Co. 201.60	
Sou Const. Co. 15.55	224.02
	$10354.11

2295 Surplus Acct.

Results from date of beginning of operations (12/14—1914) to 11/1-1916	$19,935.99
Operating Results Dec. 1916	13,450.43
" " Jan. & Feb. 1917	19,742.21
" " Mar.	20,166.01
" " Apr.	18,876.15
Total, as per Balance Sheet	$92,170.99
Should deduct fictitious Accts. Receivable	3,706.73
	$88,464.26
Had depreciation been provided for at customary rates, surplus would reduce	11,000.00
	$77,464.26
Estimating Inventory as valued ½c lb. too high	8,000.00
	69,464.26
Notes Payable renewed and not booked	7,000.00
	) $62,464.26
Net value in Surplus—per share 962	)
	$ 65.00

2296 Office Pay Roll

W. C. Verren, President—	$3000.00 per year		
C. L. Brooks, Manager—	3500.00 " "		($1000. of this pd. in stock)
C. E. Hurst, Secretary—	2400.00 " "		(Acts as credit and cashier man)
*R. W. Hall, Auditor—	1800.00 " "		
Chas. DuBignon Bookkeeper—	1200.00 " "		
E. R. Bryan Invoice Clerk—	900.00 " "		
H. B. Beverly " "	720.00 " "		
Mrs. E. R. Bryan, Stenographer	600.00 " "		
T. P. Stoltenborg Supt.	1920.00 " "		(formerly with Albert Le Pkg. Co.
C. Jarman, Time Keeper, Etc.	720.00 " "		
	$16760.00		

Consider the help competent but they need "tuning up."
None of the help bonded

2297 Selling Organization.

Have no force of Salesmen.

Sales handled through brokers

Commission rates allowed are:

Sausage	1c lb.
Pigs feet & Fresh meats	½c lb.
Cured "	2½%

On 5/1 commission rate on cured meats reduced from 2½% to 2%. Our avg. rate on cured meats 2% or about ½c lb.

The thing most needed at Moultrie Packing Co. is a man in the capacity of a Sales Manager. As it now is, they trust too much to pot-luck.

---

*Do not think this Man will stick. If we take over the business it would be advisable to replace Hall with a practical S & Co. trained departmental men. Hall is anxious to go to So. America.

2298 **Fire Insurance**

Carried on:	Machinery	25,000	
	Tools & Supplies	3,000	
	Office F. & Fixt.	500	
	Stock Yards & Pens	3,000	
	Live Stock	3,000	
	Meats	30,000	X covers only 11% of Invy.
		$64,500	value

Carried on:	Firemans Fund	10,750
	St. Paul Fire & Marine	10,750
	Penn Fire	10,750
	American	12,250
	Hartford	10,000
	N. B. & M.	10,000
		$64,500

2299 **Casualty Insurance**

Carry 12000.00 @ 1.08 rate
Adjustment annually on Pay Roll

2300 Taxes: Assessment $60,000.00

State & County rate	1.65	990.
Corporation Tax		30.
Total		1020

No City Taxes account being outside of city limits

2301 (Approximate)

Summary of (Values & Costs) in Hog Killing Operations

	% of Live Wt.	Value @ Apr. Avg. Selling prices		
Hams	8	19¼	1.64	
Shoulders	8	16¾	1.34	
Side Meats	44	19½	8.58	
Lard	10	21	2.10	
	70		/ 13.66	
100# Dressed (avg. Carcass)			19.51	
Add small offal & By Products			.30	
			19.81	
Less Expense: Plant operating		1.30		
Overhead		.40		
Total			1.70	
Value per animal			/ 18.11	
" " Live Cwt. 143# avg.			/ 12.66	
Live Cost per Cwt			11.43	
"put down" margin			1.23	per Live Cwt.
	or		1.75	" Hog

MOULTRIE PACKING CO.
MOULTRIE, GA.

M M STANALAND
BOX 455
ATLANTA GA

Order Received 10 26 17
Order Shipped
Broker
Ship to
At
Via CAR PAID When ATL SWIFT & CO

QUANTITY ORDERED PIECES	QUANTITY ORDERED POUNDS	ORDER NO.	SHIPPING NO.	✓	PIECES OR PACKAGES	NET WEIGHT SHIPPED	PRICE	AMOUNT
		4190						
2		TRCS PURE PLAN LARD						
50	20#	PL PURE PLAN LARD						

Docket 453 Atlanta, Ga.
Com. Ex 58
Pltf — Deft
3/2/21
L.L.A.

INTERSTATE COMMERCE COMMISSION
Docket No. 453 Exhibit No. 58
Witness Stanaland
Complainants / Defendants
Date 3-2-21
Stenog. Adge

Comm. Ex. 58

2303 Moultrie Packing Company

Pork Packers

Moultrie, Georgia

May 22, 1917.

Docket No. 453
Exhibit No. 59
Date March 2, 1921
Witness Stanaland

Mr. M. M. Stanaland,
Atlanta, Ga.

Dear Sir:—

I wrote you on 16th. inst. advising you that I thought that I could sell your share of stock in the Moultrie Packing Co., for $125.00. You have not answered this letter. For your information will say that a large Wester packer has made a conditional offer of $125.00 per share for all of our stock, and will advise us positively on or before June 2nd, whether or not he will take it. I have power of attorney already for about 95% of the stock, indeed have power of attorney from every man who has been seen. I would advise that you agree to accept same, and sign power of attorney, which I am enclosing and return to me by first mail.

For your information, I will state that the party with whom we are on a trade, expects for you to handle our products as heretofore. I therefore think it important that you sign up at once. Please let me hear from you promptly.

Yours truly,

(Signed) W. C. VEREEN,
President

wcv/dd

ANDALUSIA PACKING COMPANY

UNDER GOVERNMENT INSPECTION

ANDALUSIA, ALA. 4/27/17

No. 7172

BROKER S.O.

ORDER RECEIVED 4/27/17

DATE SHIPPED 4/27/17

VIA

CAR

SOLD TO S. L. SIMMONS,

SHIPPED TO COLUMBUS, GA.

ALL BILLS DUE AND PAYABLE AT OUR OFFICE ON OR BEFORE MONDAY FOLLOWING DATE OF SALE

ORDER NO. 7979 B/L NO. 4719

	SHIPPED		PRICE	AMOUNT
	PIECES	POUNDS		
SPARE RIBS		30	15	4.50
BONES		60	6	3.60
TAILS		OUT		
EARS		18	8	1.44
				9.54

Federal Trade

INTERSTATE COMMERCE COMMISSION

Docket No. 453 Exhibit No. 60

Witness

Complainants / Defendants

Date 2/2/21

Steno.

Comm. Ex. 60

ANDALUSIA PACKING COMPANY

ANDALUSIA, ALA. 4/6/17

SOLD TO S. L. SIMMONS,

SHIPPED TO COLUMBUS, Ga.

DATE SHIPPED 4/6/17.

VIA XPRESS.

CAR

ALL BILLS DUE AND PAYABLE AT OUR OFFICE ON OR BEFORE MONDAY FOLLOWING DATE OF SALE

ORDER NO. 7340 Wt. No. 4274

	SHIPPED PIECES	SHIPPED POUNDS	PRICE	AMOUNT
SPARE RIBS		OUT		
BONES		OUT		
TAILS		OUT		
EARS		OUT		
PIGS	5	344	14½	49.88
TRIMMINGS		OUT		

INTERSTATE COMMERCE COMMISSION
Docket No. 453 Exhibit No. 61
Witness
Complainants Date 3/2/21
Defendants Steno. Calyell

6991

2305

Tabulation of Products

Sold to S. L. Simmons, Columbus, Georgia,
By Swift & Co.

(Exhibits 62-65 inclusive)

Date	Product	Quantity	Price	Amount
5-12-17	Pork Loins	12 lbs.	25	3.00
10-9-17	Pork Trimmings	50 "	17½	8.75
10-9-17	Pork Fats	52½	26	13.65
10-9-17	Pork Tails	21	15	3.15
10-9-17	Pork Shoulders	25¾	26	6.70
10-15-17	Sp. Ribs	25	20	5.00
10-15-17	Pork Shoulders	55	26½	14.58
10-15-17	Pork Hams	54	28½	15.39
	(Shipped from Moultrie)			
10-19-17	Pork Shoulders	103	26½	27.30
10-19-17	Pork Hams	35	28	9.80
10-19-17	Pork Trimmings	100	26½	26.50

2306

Andalusia Packing Company
Pork Packers
Andalusia, Alabama

April 11th,
1917.

Docket No. 453
Exhibit No. 66
Date March 2, 1921.
Witness Simmons

S. L. Simmons,
Columbus, Ga.

Dear Sir:

We regret that we will be unable to fill any orders for Fresh Pork Cuts this week as we have already booked orders for more than we can take care of.

In this connection we wish to thank you for the business with which you have favored us and hope that we may be permitted to furnish you with part of your requirements from time to time.

Yours very truly,
ANDALUSIA PACKING COMPANY.
Per THOS G. CONNER
Mgr.

tgc/b

ion's
it No. 67. 2307

Moultrie Packing Company
Pork Packers
Moultrie, Georgia

June 18, 1917.
Docket No. 453
Exhibit No. 67
Date March 2, 1921
Witness Stanaland

Mr. M. M. Stanaland,
Atlanta, Ga.
Dear Sir:—

Replying to your favor of 15th inst., will say that your stock certificate has been received by Moultrie Banking Company, and will be forwarded with all the other stock certificates, in a few days, to Chicago for collection. As soon as remittance is received, bank will forward you check.

Whenever the time comes, I shall of course take pleasure in writing you the letter which I advised you I would write. It is probable that we will not turn over the plant to Swift & Co., for possibly ten days yet. Some of their men are already here.

Our advice is that they expect to continue our present selling arrangement for an indefinite period. Will keep you posted as to developments.

Yours very truly,
(Signed) W. C. VEREEN,
President

wcv/dd

on's
No. 68. 2308

Moultrie Packing Company
Pork Packers
Moultrie, Georgia

July 12th, 1917.
Docket No. 453
Exhibit No. 68
Date March 2, 1921
Witness Stanaland

Mr. Stanaland,
Atlanta, Ga.
Dear Sir:—

Replying to your letter of July 9th, I wish to advise that the account of W. H. Bledsoe & Company now has a credit of $11.05 on our ledgers, also that the account of Cassells and Fleming has remittance of $324.08 is paid short $2.88

and have no way of knowing what this is. Will you please advise us?

Yours respectfully,
MOULTRIE PACKING COMPANY.
(Signed) C. W. WALLOW.

2309

Moultrie Packing Company
Pork Packers
Moultrie, Georgia,

Commission Exhibit

Oct. 22, 1917.

M. M. Stanaland Co.,
Atlanta, Ga.

Gentlemen:

You are no doubt familiar with Swift & Co., has purchased Moultrie Packing Company, also familiar that we have a Branch House in Atlanta and have a large sales force working the City of Atlanta and vicinity; in view of an outlet of this kind also the expense of maintaining it from the Swift & Co. standpoint, it is going to be necessary for us to cancel our Brokerage arrangements with you on Oct. 29th. We would like for you to take care of all collections and also dispose of the stock you have on hand.

Only in view of the fact that we have a large sales force which is the reason why we are cancelling our arrangements with you, as our relationship has been very agreeable while you were handling our account.

We kindly ask that you acknowledge receipt, advising us in reference to the collections, also stock on hand.

Yours respectfully,
F. A. L.
MOULTRIE PACKING COMPANY.

Docket No. 453 Ex. No. 69
Witness: Stanaland
3-2-21.

2310

Moultrie Packing Company
Pork Packers
Moultrie, Georgia.

Commission Exhibit

Jan. 22, 1917.

Mr. M. M. Stanaland,
Atlanta, Ga.

Dear Sir:

Your letter of 20th inst., relative to prices on lard received. We have figured over it and have decided to let you go

ahead and meet competition. Prices on lard, you know, are rather stiff for some days past, and we want you to watch same closely and follow any advance.

Lets see now what sort of sales you make. We are going to spend money on advertising this lard, and we want to make it back.

Yours truly,
MOULTRIE PACKING COMPANY,
W. C. VEREEN,
President.

Docket No. 453—Ex. No. 70
Witness: Stanaland
3-2-21.

on's No. 71. 2311

Andalusia Packing Company
Pork Packers
Andalusia, Alabama, July 2, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlemen:

On receipt of this letter you will please make out and forward to this office a complete list of all outstanding contracts that you have for our accounts, and an itimized statement of balance due on them.

Very truly,
ANDALUSIA PACKING CO.,
THOS. G. CONNER,
Mgr.

Docket No. 453—Ex. 71
Witness: Miller
3-3-21.

on's No. 72. 2312

Andalusia Packing Company
Pork Packers
Andalusia, Alabama, July 10, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

Yours of the 7th with reference to blank statements. If you have on hand a sufficient supply to meet your requirements for the next 10 days, you will please hold this matter in abeyance until we advise further.

We have not written you concerning deal which is now pending between Swift & Co. of Chicago and ourselves, which

contemplates the sale of our plant to them. Our reason for not having done so is because there was a degree of uncertainty in the situation which would make any advice which we might have given of little value. It seems now that they will probably close with us, in which event, different arrangements for the sale of our products will doubtless be made. We will write you further as to this matter as soon as we are in position to make definite statements. In the meantime, we wish to request that you will hold what we have herewith written you in strict confidence.

Yours very truly,
ANDALUSIA PACKING COMPANY
THOS. G. CONNER, *Mgr.*

Docket No. 453—Ex. 72
Witness: Miller
3-3-21.

2313 Western Union Telegram Commissi Exhibit

32K KD 42 Blue

Andalusia Ala 405 PM July 14-17.

The J W Clarke Co
Atlanta Ga

Make up complete inventory of our products on hand with you at close of business today and mail to us tonight Be sure to mail us every invoice covering sales made today and prior to today that are not included in inventory

ANDALUSIA PACKING CO.
415 PM

Docket No. 453—Ex. 73
Witness: Miller
3-3-21.

2314 Andalusia Packing Company Commissi Exhibit
Pork Packers
Andalusia, Alabama, July 16, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

Replying to yours of the 12th with reference to rumored sale of this plant, we have already written you on this subject and there is nothing further to report at this time. The whole matter is still in the air. As soon as we have any defi-

nite information, we will be pleased to communicate with you.

It is possible that even though party you mentioned may buy the plant, they may wish us to handle the account in the future as we have in the past.

Yours very truly,
ANDALUSIA PACKING COMPANY
THOS. G. CONNER, *Mgr.*

Docket No. 453—Ex. 74
Witness: Miller
3-3-21.

Commission's Exhibit No. 75.

2315 Andalusia Packing Company
Pork Packers
Andalusia, Alabama, July 19, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlemen:

In conformity with request of Mr. Davis, I am writing to advise that you will please continue to report sales in future as you have in past, until further notice from us.

We hope that you are doing all that you can to bring up collection on our accounts, as we are very desirous of reducing amount which we are carrying on our books, as we feel that we should in consideration of the fact that our sales at this time are much less than they have been for the last several months.

Yours very truly,
ANDALUSIA PACKING COMPANY
Per: THOS. G. CONNER, *Mgr.*

Docket No. 453—Ex. 75
Witness: Miller
3-3-21.

Commission's Exhibit No. 76.

2316 Andalusia Packing Company
Pork Packers
Andalusia, Alabama, July 25, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

Yours of the 20th with reference to sale of plant. This has been closed but so far, as the general public is concerned, there will be no difference in management, and as far as we can without conflicting with branch houses, we do not wish

to sever entirely our sales connections. We will probably ask you to continue, to some degree at least, to handle our products. We only request that you do not sacrifice sales and that you do not break the market.

In this connection, we wish to advise that we are over loaded on Sweet Pickeled Hams, and we understand that Moultrie is in same condition; therefore Swift & Co. in Atlanta will probably not be able to handle any of our Hams at this time. We have decided, therefore to ask you to endeavor to make sale for us of car load Sweet Pickeled Regular Hams, 8/12 at 19 3/8c, and Sweet Pickeled Skinned Hams, 12/16 at 20 3/8.

We shall also ask that you continue to push collection so as to reduce balance that we are carrying.

When you have closed out lot of Regular and Skinned Hams returned by Turnell Trading Co., please advise us amount lost on sale.

Respectfully yours,
ANDALUSIA PACKING CO.
Per. THOS. G. CONNER

Docket No. 453—Ex. 76
Witness: Miller
3-3-21.

2317 Western Union Telegram

Commission Exhibit

34 K CN 14

Andalusia Ala 3 PM July 31 1917

J W Clarke Co
Atlanta Ga

1917 Jul 31 PM 3 18

Answering Receipts still too light Be able ship you car fresh pork this week

ANDALUSIA PKG CO
315 PM

Docket No. 453—Ex. 77
Witness: Miller
3-3-21

2318 Andalusia Packing Company
Pork Packers

Commission Exhibit

Andalusia, Alabama
August 10, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

Replying to yours of August 9th, in re: Price of Lard, we

are unwilling to meet quotations of Moultrie Packing Company unless they change materially from figure which you named.

Our views are that lard will go higher and while we do not wish you to hold lard in stock until it becomes old, unless there is some special reason why you should do so, we prefer that you hold quotation price named.

For your information, branch house selling price on pure lard, as quoted by Chicago, should be 23c. It is our plan to ultimately work to this level.

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per THOS G. CONNER.

Mgr's office
TGC-W
Docket No. 453—Ex. 78
Witness: Miller
3-3-21.

ion's
t No. 79.

2319 Andalusia Packing Company
Pork Packers
Andalusia, Alabama,
August 15, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

We are sending you tonight under separate cover supply of new collection reports, which you will please use in place of those which are already in your possession.

In filling these out, where customer has paid a number of invoices, you might list in the inner column in detail all invoices, and extend into total column total amount collected from each customer.

Thanking you in advance, we are

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per. C. M. W.

CMW-W
Docket No. 453—Ex. 79.
Witness: Miller
3-3-21.

2320 Andalusia Packing Company Commission's Exhibit No.
Pork Packers
Andalusia, Alabama, August 17, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

With reference to that part of your letter of August 16th, inquiring about fresh meat, beg to advise that is will be several weeks yet before we will be in position to make any shipments of any note. Our local demands are fine and we are receiving very few hogs at this time. We will take up question of ham prices and endeavor to move some within next few days.

With reference to bids on requirements of City of Atlanta, Quartermasters Department, we will probably not be in position to make any attractive bids on anything except hams. We note that they require choicest sugar-cured hams, and are fearful lest there should be some complaint on quality if we should sell them.

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per: THOS G. CONNER.

Mgr's office
TGC-W
Docket No. 453—Ex. 80.
Witness: Miller
3-3-21.

2321 Western Union Telegram Commission's Exhibit No.

4 K SI 10

Andalusia Ala 825 AM Aug 21-17.
1917 Aug 21 AM 9 17

J W Clarke Co
Atlanta Ga

No fresh meat this week Shipping smoked hams by express

ANDALUSIA PACKING CO
914 AM

Docket No. 453—Ex. 81
Witness: Miller
3-3-21.

ission's ibit No. 82.

2322

Andalusia Packing Company
Pork Packers
Andalusia, Alabama.
August 21, 1917.

The J. W. Clarke Co.,
Atlanta, Ga.
Gentlemen:

We will undoubtedly have more or less correspondence with you from now on with regards to collections, and various other miscellaneous letters, and to help us for further references, we would be glad to have each letter deal with one subject.

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per C. B. C.

CBC*W
Docket No. 453—Ex. 82.
Witness: Miller
3-3-21.

ission's bit No. 83.

2323

Andalusia Packing Company
Packers
Andalusia, Alabama
August 25, 1917

The J. W. Clarke Co.,
Atlanta, Ga.
Gentlemen:

Since this concern has changed hands we have had more or less correspondence with you in connection with old balances, claims, and one thing and another. It seems that we have made very little headway towards cleaning up items of this nature. As you probably know, it will be the practice of this company to follow very closely accounts due and claims, as it has always been our custom to keep this work up to date.

In going over accounts which you handle for us, we have no way of determining whether they are on a weekly, ten day or monthly basis, and for that reason we cannot judge whether or not some of the accounts should be paid at this time. We would ask that you kindly compile a list of your customers as shown on our books, showing after each one terms that your salesman made them. We will be pleased to have this forwarded to us at your earliest convenience.

We are sending you today weekly statements of accounts, and we are calling your attention on a separate sheet of paper to a good many accounts which we wish disposed of immediately, either collected, written off to suspense, or claim filed.

No doubt, you have advised us on some of these items; however, during the rush here, papers have been mislaid, and probably it will be better to start at this time all over again.

We believe that we sent you some claim forms. On any of these items that you have not made credit slips on, please fill out claim blanks. It will not be necessary to answer every question that is asked on these blanks, as undoubtedly some of them are so old that this would be impossible.

2324 At any rate, we would like to hear from you on each item which we give special mention. We realize that this will take quite a little work at this time; however, when we do get these accounts running smoothly, it will be much easier for both of us to transact business.

We wish to thank you in advance for your good attention to this matter and we would be pleased to hear from you at a very early date.

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per—C. B. C.

Accounting Dept.
CBC-W
Docket No. 453—Ex. 83.
Witness: Miller
3-3-21.

2325 Western Union Telegram

Commission's Exhibit No.

41 K RU 10

Andalusia Ala 219 PM Sept 11 1917

The J W Clark Co
Atlanta Ga

Answering regret cannot ship car meat this week as requested

ANDALUSIA PACKING Co
225 PM

Docket No. 453—Ex. 84.
Witness: Miller
3-3-21.

For Week Ending 9-8 1917

THE J. W. CLARKE CO.

FRESH MEATS

Small Pigs	20[2]
Pork Loins	26[2]
Boston Butts	....
Pork Trimmings	....
Spare Ribs	17[2]
Neck Bones	7
Pork Tenderloins	....
Fresh Hams, 8-10	22[2]
Fresh Hams, 10-12	22[2]
Fresh Hams, 12-14	22[2]
Fresh Skinned Hams, 12-14	22[2]
Fresh Skinned Shoulders	20[2]
Fresh Pig Tails	12
Fresh Pig Snouts	10
Fresh Pig Ears	8
Fresh Pig Feet, per doz	35
Fresh Hog Tongues	....

SMOKED COUNTRY STYLE, ALL PORK SAUSAGE

10 lb. Cartons	....
25 lb. Boxes	....
50 lb. Boxes	....
100 lb. Boxes	17[2]
Fresh Pork Sausage	19[2]

DRESSED BEEF

Dressed Beef, Good	12[2]-13[2]
Dressed Beef, Fair	11[2]-12[2]
Beef Front	11[2]
Beef Hinds	16
Beef Tongues	19
Beef Livers	12

DRY SALT MEATS

D. S. Rib Bellies, 15-20	....
D. S. Rib Bellies, 20-25	....
D. S. Rib Bellies, 25-30	27[4]
D. S. Rib Bellies, 30-35	....
D. S. Clear Bellies, 15-20	....
D. S. Clear Bellies, 20-25	27½
D. S. Rough Ribs, 20-25	....
D. S. Rough Ribs, 25-30	....
D. S. Rough Ribs, 30-35	....
D. S. Rough Ribs, 35-40	....
D. S. Rib Backs, 15-20	....
D. S. Rib Backs, 20-25	....
D. S. Rib Backs, 25-30	....
D. S. Fat Backs, 10-12	19[2]
D. S. Fat Backs, 14-16	....
D. S. Regular Plates	23[4]
D. S. Shoulders	....

SMOKED SUGAR CURED MEATS

Regular Smoked Hams, 6-8	....
Regular Smoked Hams, 8-10	....
Regular Smoked Hams, 10-14	23[2]
Smoked Skinned Hams	24[2]
Picnic Hams, 6-8	....
Picnic Hams, 8-10	....
Picnic Hams, 10-12	....
Breakfast Bacon, 4-6	....
Breakfast Bacon, 6-8	....
Breakfast Bacon, 8-10	....
Boneless Butts, Smoked	....

All sugar cured meats wrapped in parchment paper.

SMOKED MEATS, PLAIN

Smoked Rib Bellies, 15-20	....
Smoked Rib Bellies, 20-25	....
Smoked Rib Bellies, 25-30	29½
Smoked Rough Ribs, 20-25	....
Smoked Rough Ribs, 25-30	....
Smoked Rough Ribs, 30-35	....
Smoked Rough Ribs, 35-40	....
Smoked Ham Butts	....
Smoked Shoulders	....
" Clear Bellies	30[4]

PURE LARD

Tierce's Apx. 375 lb	25[2]
80 lb. Tubs	....
60 lb. Tubs	25½
20 lb. Tubs	26
50 lb. Tins, 1 in case	12.75
10 lb. Tins, 6 in case	15.30
5 lb. Tins, 12 in case	15.30
3 lb. Tins, 20 in case	15.30

COOKED AND SPICE PICKLE PIG FEET, SNOUTS, TONGUES

Pig Feet, 1-8 bbl	1.35
Pig Feet, 1-4 bbl	....
Pig Feet, 1-2 bbl	....
Snouts, 1-8 bbl	....
Snouts, 1-4 bbl	....
Snouts, 1-2 bbl	....
Tongues, 1-8 bbl	....
Tongues, 1-4 bbl	....
Tongues, 1-2 bbl	....
Beef " 3D & down	20 cts.
	....
	....

2326 Comm. Ex. 85

ANDALUSIA PACKING COMPANY
Andalusia, Alabama

ALABAMA BRANDS COVINGTON

HAMS
LARD

BACON
SAUSAGE

GROWN, KILLED AND MANUFATCURED IN THE SOUTH
SOLD EVERYWHERE

WHY NOT PATRONIZE HOME INDUSTRY?

ALL OUR PRODUCTS ARE U. S. INSPECTED AND PASSED

Ask us for prices on any packing house product not shown herein.

FEDERAL TRADE COMMISSION
Docket No. 453 Exhibit No. 85
Witness Miller
{Complainants Date 3-2-21
{Defendants Steno. Alger

ission's ibit No. 86. 2327

Andalusia Packing Company
Packers
Andalusia, Alabama

September 13, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlemen:

Note in looking over consignment closings with your people that they are in every case showing substantial loss. We are invoicing products to you on a strictly f.o.b. Andalusia basis, the same as we do any of the Swift branch houses or with other connections, and you should aim in every case to get at least freight and the amount of your commission over invoiced prices. Do you not believe it is possible for you to work on this basis as an absolute minimum in selling products?

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per: Geo. D. R.

GDR/AR
Mgr. Office
Docket No. 453—Ex. 86.
Witness: Miller
3-3-21.

ission's ibit No. 87. 2328

Andalusia Packing Company
Packers
Andalusia, Alabama.

September 21, 1917.

The J. W. Clark Co.,
Atlanta, Ga.

Gentlemen:

Replying to your wire today.

Order No. 61 of the 12th, we are shipping you tomorrow 2000# each fresh pork loins, shoulders, and hams; 50 shipper pigs; 500 each smoked regular and skinned hams, plain; ten 60# tubs pure lard. Very best we can do at this time.

ANDALUSIA PACKING COMPANY
Per. G. D. R.
Mgr. Office.

Docket No. 453—Ex. 87
Witness: Miller
3-3-21.

2329 Western Union Telegram

Commission's Exhibit No.

25 K RU 8

Andalusia Ala 215 PM Sept 19 1917

The K W Clarke Co
Atlanta Ga

Cannot ship
Answering Phosphor this week Cannot supply local demand

ANDALUSIA PACKING CO
221 PM

Docket No. 453—Ex. 88
Witness: Miller
3-3-21.

2330 COMM. EX. 89.

Commission's Exhibit No.

Andalusia Packing Company
Packers
Andalusia, Alabama

September 22, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlemen:

Answering your letter of the 18th.

Differences in the invoicing of the product shipped on the 8th and our list of the same date is due to one half cent advance going into effect immediately after issue of that list which you evidently did not receive. Our idea of invoicing products shipped to you at an fob Andalusia price is to put you on the same basis of cost as the rest of our outlets, and it is only fair to us that you figure to secure over these prices at least the freight and your commission. This method of handling will always show results on every shipment and of course should not harm you in competing against any of your competitors. If we were to ship Swift & Company of Atlanta we would invoice them on the same basis, and in order for them to make a profit they would have to get freight and overhead over our invoiced price to avoid showing a loss to their house as they pay for the product outright.

It is true that our letter had reference to consignments shipped prior to the change of ownership, but as we have assumed the liabilities entailed by these consignments called

your attention to the fact, as we could not continue to make consignments to you and have them show the losses that the ones show under the previous management. Unless there is some other reason than you advance will continue to send you a weekly price list as to what we may expect to get for our products on a fob basis here.

2331 Awaiting reply,

ANDALUSIA PACKING CO.,
Per: GDR.
Mgr. Office.

Docket No. 453—Ex. 89.
Witness: Miller
3-3-21.

mission's
ibit No. 90.

2332 Adalusa Packing Company
Packers
Andalusa, Alabama
September 25, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlmen:

Answering your letter of the 22d.

Will be unable to make you a shipment of fresh pork cuts this week.

ANDALUSIA PACKING CO.
Per G. D. R.
Mgr. Office.

Docket No. 453 - Ex. 90.
Witness: Miller
3-3-21.

ission's
ibit No. 91.

2333 Andalusia Packing Company
Packers
Andualusia, Alabama.
September 29, 1917.

The J. W. Clark Company,
Atlanta, Ga.

Gentlemen:

Answering your letter of September 24th FOM.

Since writing this letter believe you will find Moultrie quotations on pure lard are in line with ours. Sample of the lard which we have seem being put out by Moultrie does not compare with ours. We have no control over their prices,

however, we feel justified in asking what we think our product worth.

ANDALUSIA PACKING COMPANY
Per

GDR/AR
Mgr. Office.
Docket No. 453 - Ex. 91.
Witness: Miller
3-3-21.

2334 Western Union Telegram Commission Exhibit N

34 K RU 11

Andalusia Ala 1159 AM Oct 4 1917

J W Clarke Co
Atlanta Ga

Answering Phosphor order of twenty seventh account not having sufficient assortment

ANDALUSIA PACKING Co
1220 PM

Docket No. 453 - Ex. 92
Witness: Miller
3-3-21

2335 Western Union Telegram Commission Exhibit N

52 KMJ 14 NL

Andalusia Ala Oct 8 1917

J W Clarke Co
Atlanta Ga

Answering hog receipts not sufficient take care local requirement will wire offerings whenever available

ANDALUSIA PACKING Co
757P

Docket No. 453 - Ex. 93
Witness: Miller
3-3-21.

ssion's bit No. 94. 2336

Andalusia Packing Company
Packers
Andalusia, Alabama.

October 12, 1917.

J. W. Clarke Co.,
Atlanta, Ga.

Gentlemen:

Reference Your Order 71.

We are still short of pure Lard and are cancelling above order.

We are unable to understand why you should make these sales, as you did of 24½c, in view of our letter written you August 23rd, wherein we advised you were oversold on Lard. We advised you again on September 12th and September 29th not to take orders, and we do not therefore, feel obligated to take care of orders for Lard taken after August 23rd, unless at full list price, plus freight and your commission.

In your letter of October 1st you called our attention to a contract which you made for our account with J. G. Cato for 5,000 lbs. regular Hams at 23c for delivery in thirty days, will you kindly attach copy of our confirmation of order for ready reference.

We are entirely out of regular hams and if we are obliged to take care of this order it will take practically our entire stock of skinned hams. We again reiterate that you must not sell for our account any products which you do not have in stock, or know positively is in transit.

Live stock receipts of all kinds still continue light and it will be some time before we will have our stock of cured meat replenished.

Awaiting reply.

Yours respectfully,
ANDALUSIA PACKING COMPANY
G. D. R.

GDR/HE
Mgr. Office
Docket No. 453—Ex. 94
Witness: Miller
3-3-21.

2337 Andalusia Packing Company
Packers
Andalusia, Alabama

Commission's Exhibit No.

October 15, 1917.

J. W. Clark Co.,
Atlanta, Ga.

Demands for our products through our regular outlets are so much in excess of our requirements, looks now as if it will be some little time before we are going to be able to make you regular shipments. Receipts of live stock still continue light, with prospects of their continuing so several weeks longer.

Wish to assure you that we have appreciated your support in the past. Am only giving you this information so you can make other advantageous arrangements to keep your customers supplied.

It is our intention of course to take care of the outstanding contracts which we have assumed, account of having sold products ahead for our account, but understand that you are not to make any other sales for our account except stock in transit or stock you have actually in the house.

Please acknowledge receipt.

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per: G. D. R.

GDR/HE
Mgr. Office
Docket No. 453—Ex. 95.
Witness: Miller
3-3-21.

ission's
ibit No. 96.

2338

Andalusia Packing Company
Packers
Andalusia, Alabama

Oct. 19, 1917.

The J. W. Clarke Co.,
Atlanta, Ga.

Gentlemen:

We are enclosing herewith statements form 771 of several accounts sold by you upon which we would be pleased to have an explanation of why not paid. You will recall that we sent you duplicates of our regular statements some time ago, you answering questions one, two and three. The ones which we are sending you now are the same as the others, only you keep the white one and return the yellow one with your notation at the top as to why slow.

We will be glad to have you give this your good attention as we are desirous of forwarding these on to Chicago at the earliest possible date.

Awaiting same, we are

Yours respectfully,
ANDALUSIA PACKING COMPANY
Per: C. B. C.

Acctg. Dept.
CBC:PW
Docket No. 453—Ex. 96.
Witness: Miller
3-3-21.

1361

Ex. 97

181

MB

DOCKET DIVISION FILE
F.T.C. v. Swift & Co.
File No. 9-1015-2-3

FEDERAL TRADE COMMISSION
WASHINGTON.

MEAT INVESTIGATION.

F. No. Sch 5 S. No. S 5

Mountain Packing Co

FOOD INVESTIGATION.

SPECIAL REPORT.

SLAUGHTERING AND MEAT PACKING.

SCHEDULE B.

STATISTICAL STATEMENT.

The information required by this report is ordered to be furnished pursuant to the power of the Commission under subdivision (b) of section 6 of the Federal Trade Commission Act.

This report must be mailed to the FEDERAL TRADE COMMISSION, WASHINGTON, D. C., on or before OCT 5, 1917.

PENALTIES.

Failure to mail this report within the time required will subject the corporation to a forfeiture of the sum of $100 for each and every day of the continuance of such failure. (Section 10, Federal Trade Commission Act.)

Any person who shall willfully make or cause to be made any false entry or statement of fact in this report shall be subject to a fine of not less than $1,000 nor more than $5,000, or to imprisonment for a term of not more than three years or to both such fine and imprisonment. (Section 10, Federal Trade Commission Act.)

VERIFICATION.

The accuracy of any statement made in this report will be verified by the Commission in its discretion.

INTERSTATE COMMERCE COMMISSION
Docket No. Exhibit No. 97
Witness
Complainant Date
Defendant Stenographer

1303

RECEIVED Ex.97 181

2-3-4-5-6-7-8-9-10 OCT 8

SLAUGHTERING AND MEAT PACKING.—SPECIAL REPORT.

NOTE.—The word "company," wherever used in this schedule, means corporation, partnership, or individual, as the case may be.

(If additional sheets are necessary to furnish the information required by any of the following questions, they should be given the number of the question to which they apply and attached to this report.)

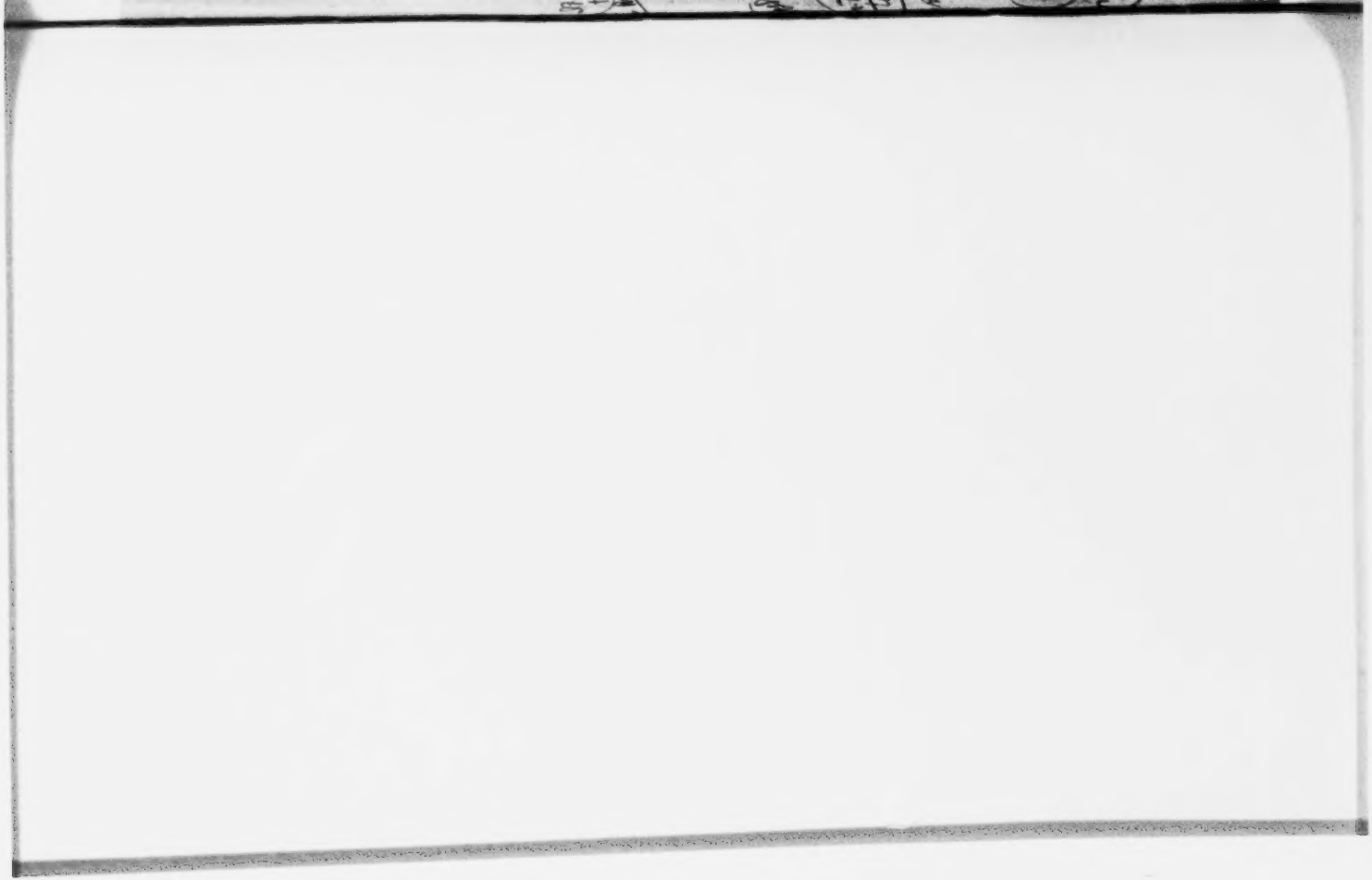
1. Name of company MOULTRIE PACKING CO.

2. Form of business organization (corporation, partnership, individual) Corporation

3. Principal business office Moultrie Ga

4. List all slaughtering plants operated by this company, or by any of its subsidiary or affiliated companies, with location, hourly slaughtering capacity, and, if leased, name and address of owner:

Name and location of plant.	Slaughtering capacity per hour.				If leased, name and address of owner.
	Cattle.	Calves.	Hogs.	Sheep.	
MOULTRIE PACKING CO., MOULTRIE, GA.	51	—	60	—	



1365

Ex. 97

181

Name of company MOULTRIE PACKING CO.

Address MOULTRIE, GA.

6. Attach a statement to this report showing separately for each slaughtering plant operated by this company, or by any of its subsidiary or affiliated companies, the following statistics for the past five calendar years and for the first six months of 1917. (Give actual total numbers, quantities, and amounts, *net* average or per head figures.) If more than one plant is operated enter data for additional plants on separate sheets and attach.

LOCATION OF PLANT .....

ITEM.	CALENDAR YEAR. 1912.	1913.	1914.	1915.	1916.	Jan. 1 to June 30, 1917.
Dressed beef cattle:						
Number slaughtered			53	1629	701	901
Total live weight			21540	918691	404244	518976
Total live cost			201963	3705178	1907865	2520683
Total dressed weight			24739	442221	196333	262280
Pounds of carcass beef sold			22265	396748	176699	227057
Gross receipts from carcass beef [1]			819 [illegible]	29x98 [illegible]	21747 91	23689 62
Other cattle:						
Number slaughtered						
Total live weight						
Total live cost			None			
Total dressed weight						
Calves:						
Number slaughtered						
Total live weight						
Total live cost			None			
Total dressed weight						
Pounds of veal sold						
Gross receipts from veal [1]						
Hogs:			70327	376588	785254	424214
Number slaughtered			3994410	32837710	16978615	6083074
Total live weight			723385 [illegible]	17234356	9205462	5739105
Total live cost			2006945	21994413	7205506	3907409
Total dressed weight						
Sheep and lambs:						
Number slaughtered			None			
Total live weight						
Total live cost						
Total dressed weight						

[1] Statement of gross receipts should not include discounts to customers.

1917

Ex. 97

181

Name of company MOULTRIE PACKING CO.,

Address MOULTRIE, GA.

7. Quantity of lard, oleomargarine, butterine, lard compounds, and lard substitutes produced at each plant operated by this company, or by any of its subsidiary or affiliated companies, quantity sold, and gross receipts from sale for past five calendar years and for first six months of 1917. If more than one plant is operated enter data for additional plants on separate sheets and attach.

LOCATION OF PLANT .....

ITEM.	CALENDAR YEAR.					Jan. 1 to June 30, 1917.
	1912.	1913.	1914. from Dec 20th	1915.	1916.	
Lard:						
Pounds produced	None	None	20320	326580	1171875	827575
Pounds sold			None	303798	980675	656095
Gross receipts from sale [1]				33417.78	154284.46	130556.82
Oleomargarine:						
Pounds produced						
Pounds sold	None					
Gross receipts from sale [1]						
Butterine:						
Pounds produced						
Pounds sold	None					
Gross receipts from sale [1]						
Lard compounds and lard substitutes:						
Pounds produced						
Pounds sold	None					
Gross receipts from sale [1]						

cond 7/8

[1] Statement of gross receipts should not include discounts or rebates.

Ex. 97

181

Name of company MOULTRIE PACKING CO.

Address MOULTRIE, GA.

10. Give the total number of pounds of the commodities named in the headings below on hand on the dates indicated. Figures must include stocks of this company and of all subsidiary and affiliated companies.

Date.	Frozen beef.	Smoked hams and bacon.	Dry salt pork.	Pickled pork.	Lard.	Lard compounds and substitutes.	Hides.
1916.							
January 31	None	17630	376000	401045	22787	None	Dried green Daily
February 29	✓	18489	366000	415010	7789	✓	✓
March 31	✓	31724	343300	415295	16722	✓	✓
April 30	✓	28925	385180	410395	8427	✓	✓
May 31	✓	29223	385180	405795	25584	✓	✓
June 30	✓	16767	393175	400895	33350	✓	✓
July 31	✓	13937	370175	310895	43324	✓	✓
August 31	✓	5210	235904	180700	33345	✓	✓
September 30	✓	5210	225994	160690	30220	✓	✓
October 31	✓	5992	191956	124482	15110	✓	✓
November 30	✓	18791	411935	252701	57541	✓	✓
December 31	✓	45795	134391	453089	191200	✓	✓
1917.	✓	✓					
January 31		8113	807344	807812	285080	✓	✓
February 28	✓	11741	801344	799112	281350	✓	✓
March 31	✓	32809	675291	454856	236586	✓	✓
April 30	✓	31702	245763	214766	226696	✓	✓
May 31	✓	21701	443037	227158	210596	✓	✓
June 30	✓	13242	403360	105315	171480	✓	✓
July 31	✓	20566	68870	135360	113855	✓	✓

Name of company MOULTRIE PACKING CO.,

Address MOULTRIE, GA.

19. If this company, or any of its subsidiary or affiliated companies, depends on others for refrigerator cars, state fully how such cars are furnished, by whom and on what terms. If you have any difficulty in securing cars or if, in your judgment, terms and conditions or any practices are unreasonable, state the facts fully. (Use separate sheet of paper and attach.)

20. If you, or any of your subsidiary or affiliated companies, operate private cars but do not operate icing stations, state fully under what conditions and upon what terms icing is done for you and by whom. If in your judgment terms and conditions or any practices are unreasonable, state the facts fully. (Use separate sheet of paper and attach.)

21. If this company, or any of its subsidiary or affiliated companies, sells any of its products through its own branch houses or through subsidiary or affiliated companies or branch houses of the same, attach a list of all such branch houses, giving separately for each the following information: (*a*) Name and location; (*b*) total pounds of fresh meat sold during past fiscal year, also total pounds of (*c*) cured meat, (*d*) poultry, (*e*) butter, (*f*) cheese, and (*g*) total dozens eggs sold during same period at each such branch house. Also attach a list of all other products sold through branch houses. None

22. If any manufacturing or packing (such as smoking meats, slicing and packing meats, etc.) is done in any of the branch houses listed under Question 21 or in connection with any of them, state the nature and extent of such manufacturing or packing as to each branch house where it is carried on. (Use separate sheet and attach.) None

23. If this company does not sell its products through branch houses, or sells only in part through branch houses, state fully the method of selling its various products, as through brokers, to wholesalers, etc. (Use separate sheet and attach.)

This report and all attached statements made and signed this 5th day of Feb 1917.

MOULTRIE PACKING CO. By C. T. Wallace Secy
(Name of corporation.) (Name and position of person signing; to be signed in person.)

2345 Moultrie Packing Company
Pork Packers
Moultrie, Georgia

Commission's Exhibits 98 and

October 5, 1917.

Federal Trade Commission,
Washington, D. C.

Referring to Paragraph 23, page 10, we sell the majority of our product through Swift and Company Branch Houses and we also have an outlet through Brokers. These Brokers are paid a commission and sell to the trade, we filling orders and carrying customers on our books.

Yours respectfully,
MOULTRIE PACKING COMPANY.

FAL:BH
Docket No. 453—Ex. 98
Witness: Luchsinger
3-4-21.

2346 Moultrie Packing Company
Pork Packers
Moultrie, Georgia

October 5, 1917.

Federal Trade Commission,
Washington, D. C.

Referring to Paragraph 20, page 10, wish to advise that we are subsidiary to Swift and Company adn all our icing is done either by the railroad companies or other ice houses who do icing. As far as our judging, the terms and conditions are reasonable.

Yours respectfully,
MOULTRIE PACKING COMPANY.

FAL:BH
Docket No. 453—Ex. No. 99
Witness: Luchsinger
3-4-21.

ission's ibits Nos. and 101.

2347

Moultrie Packing Company
Pork Packers
Moultrie, Georgia

October 5, 1917.

Federal Trade Commission,
Washington, D. C.

Referring to Paragraph 19, page 10, wish to advise that in nearly all cases Moultrie Packing Company depend upon the Swift Refrigerating Transportation Company for their SRL cars. These cars are obtained from their Transportation Agents located in the South. We have no regular terms and have no difficulty in securing cars. If occasion should arise that we should be short, we would ask the local Railroad people to obtain other Refrigerator cars.

Yours respectfully,
MOULTRIE PACKING COMPANY.

FAL:BH
Docket No. 453—Ex. 100
Witness: Luchsinger
3-4-21.

2348

Meat Investigation
P. No. Sch. 5 S. No. 05

Docket Division File
F. T. C. v. Swift & Co.
File No. 9—1013-2-3
Federal Trade Commission
Docket No. 453 Exhibit No. 101
Witness Luchsinger
Complainants Date 3-4-21
Defendants

(In right-hand margin) Moultrie Packing Co.

2349

Name of Company Moultrie Packing Co.

Address Moultrie Ga.

7. (a) State total amount of borrowed funds, including advances, as of June 30, 1917. (If a corporation, exclude amount of bonds reported in Question 6 (b) above.) 202,-855.52.

(b) Give following information regarding each obliga-

tion included in the total amount stated in answer to Question 7 (a):

Name of holder.	Address.	Character of obligation.	Amount.	Character of property, if any, pledged as security.
As per attached				
(Written in left-hand margin) Card F F S Ver 10-22-17 R M T				
(Written in right-hand margin) R M T Ver. J H W.				

8. If any outstanding obligations of this company are guaranteed or in any way assumed as to dividend or as to payment of principal or interest, or both, by any other corporation, partnership, or individual, attach a statement giving the following information as to each such obligation:

(a) Kind and amount of such obligation.

(b) Name and address of guarantor or assumer of obligation or indorser thereof.

(c) Extent and conditions of guaranty or of obligation assumed.

(d) Consideration for guaranty or assumption of obligation.

9. If this company is guarantor of, or is otherwise obligated for the payment of the obligations of any other corporation, partnership, or individual, including contingent liability for such obligations by indorsement, attach a statement giving the following information as to each such obligation:

(a) Kind and amount of such obligation.

(b) Name and address of such other corporation, partnership, or individual.

(c) Extent and conditions of guaranty, or of obligation assumed by this company.

(d) Consideration for such guaranty or assumption of obligation.

2350 MOULTRIE PACKING COMPANY
PORK PACKERS
Moultrie, Georgia

Atlanta Nat'l Bank	Atlanta, Ga.	Notes	$75,000.00	None
Moultrie Banking Co.	Moultrie, Ga.	Notes	47,000.00	None
Citizens Bank	Moultrie, Ga.	Notes	18,000.00	None
First Nat'l Bank	Moultrie, Ga.	Notes	12,500.00	None
Swift Refriger Co	Chicago, Ill.	Notes	355.52	None
F. R. Pidcock	Moultrie, Ga.	Notes	5,000.00	None
Mrs. Anna P. Ashburn	Moultrie, Ga.	Notes	2,000.00	None
W. C. Vereen	Moultrie, Ga.	Notes	5,000.00	None
J. N. Pidcock	Moultrie, Ga.	Notes	5,000.00	None
W. C. Vereen	Moultrie, Ga.	Notes	5,000.00	None
W. H. Barber	Moultrie, Ga.	Notes	3,500.00	None
Mrs. Sudie G. Barber	Moultrie, Ga.	Notes	5,000.00	None
Mrs. Iola B. Morrison	Moultrie, Ga.	Notes	5,000.00	None
R. J. Corbett	Moultrie, Ga.	Notes	10,000.00	None
J. R. Hall	Moultrie, Ga.	Notes	1,000.00	None
W. J. Matthews	Moultrie, Ga.	Notes	1,000.00	None
Mrs. J. B. Carlton	Moultrie, Ga.	Notes	2,500.00	None
			$202,855.52	

159-8

2351 16. Date on which this company's fiscal year closes June 30th

17. Attach to this report the following statements, for each year of the company's past five fiscal years:

(a) True balance sheet.

(b) True itemized profit and loss and income statements.

(c) True details of changes in surplus account during each fiscal year.

This report and all attached statements signed this 17th day of September, 1917.

MOULTRIE PACKING CO.
(Name of company.)

By C. H. WALLEW *Secy & Treasr*
(Name and position of person signing; to be signed in person.)

159-13

2352

MOULTRIE PACKING COMPANY

PORK PACKERS

Moultrie, Georgia

Surplus Account June 30, 1917

Credits				
June	30, 1916,	Gain from Operations	$ 68,404.05	
Dec.	30, 1916.	Gain from Operations	11,893.98	
June	30, 1916	Gain from Operations	49,593.62	
July	31, 1916	Gain from Operations	11,445.05	
Aug.	31, 1916	Moultrie Banking Co	304.52	
Nov	1, 1916	Brokers Commissions	28.93	
Nov.	30, 1916	Fourth National Bank	100.00	
Dec.	30, 1916		242.00	
Dec.	30, 1916	Ga. Nor Ry Claim account	1,399.10	
Dec.	30, 1916	Profit and Loss	874.12	
Jany	31, 1917	Check Frank Williams	49.56	
Jany	31, 1917	Telephone Taxes etc	30.59	
Jany	31, 1917	Accounts Payable	287.84	
Feby	28, 1917	Insurance	20.00	
Feby	28, 1917	Brokers Commissions	6.87	
March	31, 1917	Refund Recording Charter	5.75	
March	31, 1917	Brokers Commissions	6.87	
June	30, 1917	Profit and Loss	401.08	$145,093.93
Debits				
June	30, 1915	Loss from operations	$ 19,218.51	
Aug	31, 1916		116.86	
Sep	2, 1916	Reserves	16,000.00	
Sep	2, 1916	Loss from operations	22,459.02	
Sept	2, 1916	Profit and Loss	2,423.24	
Nov	1, 1916	Brokers Commissions	351.59	
Nov	1, 1916	Brokers Commissions	330.13	
Nov	30, 1916	Accounts	27.50	
Nov	30, 1916	Freight	10.00	
Dec	31, 1916	Accounts Payable	46.50	
Dec	31, 1916		117.89	
Dec	31, 1916	C. C. Gewin	204.09	
Mch	31, 1917	Brokers Commissions	6.87	
Mch	31, 1917	Brokers Commission	6.87	
Mch	31, 1917	Accrued Interest	1,922.40	
			$ 63,241.47	
Balance Surplus June 30, 1917			81,852.46	$145,093.93

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2353

MOULTRIE PACKING COMPANY
PORK PACKERS
Moultrie, Georgia

MOULTRIE PACKING COMPANY
MOULTRIE, GA
FINANCIAL STATEMENT AS OF JUNE 30, 1917.

ASSETS		
Cash in Banks	$ 17,706.30	
Accounts Receivable	60,541.48	
Notes Receivable	4,968.25	
Reserve Disputed Amts. Accts Receivable	3,684.43	
Inventory	149,101.27	
Accrued Interest	152.03	
Unexpired Insurance	1,133.36	
Buildings	105,546.38	
Real Estate	1,648.75	
Machinery & Equipment	43,106.00	
Furniture & Fixtures	1,990.95	
Sundry Debits	7,868.73	
Bonds Unsold	100,000.00	$497,447.93
LIABILITIES		
Capital Stock	96,600.00	
Notes Payable	202,855.52	
Accounts Payable	9,806.29	
Brokers Commission Accounts	1,961.90	
Reserve for Interest Notes Payable	2,000.00	
Reserve for Taxes	510.00	
Reserve for Bad Accounts	1,861.76	
Bonds	100,000.00	
Surplus	81,852.46	
	397,447.93	497,447.93
Result year ended June 30, 1915 DEFICIT	$19,218.51	
Result year ended June 30, 1916 Surplus	52,404.05	
Result year ended June 30, 1917 Surplus	48,666.92	
Surplus June 30, 1917	$81,852.46	

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2354

MOULTRIE PACKING COMPANY

MOULTRIE, GA.

STATEMENT OF OPERATIONS JANUARY 1ST TO JUNE 30TH, 1917

PURCHASES—			
Cattle		$ 25206.83	
Hogs		572391.05	
Feed		1919.60	
Goats		83.90	
Meat		14.00	
Sheep		73.80	
Grease		3234.93	
			$602924.11
INVENTORY CLEARING ACCOUNT			99533.19
COST OF PRODUCTS SOLD			702457.30
SALES—			
Beef		$ 22639.62	
Pork		702945.60	
Goats		146.08	
Sheep		64.04	
Hides		5494.03	
Lard		130556.82	
Grease		17864.73	
Tankage		4319.66	
Tallow		206.10	
Hair		1957.05	
Killing Cattle		217.50	
		886411.23	
EXPENSE ON SALES—			
Freight on Meat	$23814.29		
Commissions	17749.80		
Allowances	4387.89	45951.98	
NET VALUE OF SALES			840459.25
Gross Profit			138001.95

159-16

2355

MOULTRIE PACKING COMPANY

MOULTRIE, GA.

OPERATING STATEMENT

PLANT EXPENSE		
Boxes	$6601.40	
Barrels	3737.64	
Fuel	7235.24	
General	1133.09	
Ice & Storage	2569.54	
Lard Pails	1304.52	
Labor	25461.64	
Oil Waste & Packing	563.99	
Paper Cloth & Twine	4025.56	
Refrigeration	393.18	
Repairs	669.22	
Supplies	9089.71	
Drayage	1603.47	
Laundry	52.00	
		$ 64440.20
GENERAL EXPENSE		
Interest	10678.15	
Administrative	97.76	
Insurance	1804.41	
Legal	811.70	
Office	306.64	
Printing and Stationery	552.28	
Postage	708.16	
Salaries	6946.25	
Taxes	811.59	
Traveling	130.63	
Tel & Tel	571.87	
Car Repairs	287.89	
Advertising	200.80	
		$ 23968.13
TOTAL OPERATING EXPENSE		88408.33
GROSS PROFIT		138001.95
OPERATING EXPENSE		88408.33
NET PROFIT CARRIED TO SURPLUS		49593.62

159-17

2356

MOULTRIE PACKING COMPANY

PORK PACKERS

Moultrie, Ga.

STATEMENT OF CONDITION YEAR ENDED JUNE 30, 1916.

ASSETS—		
Cash in Bank	$ 3,439.10	
Accounts Receivable	35,109.94	
Notes Receivable	6,425.97	
Inventory	116,838.63	
Unexpired Insurance	1,280.14	
Unpaid Stock	3,130.00	
New Building	48,885.48	
Land	1,648.75	
Building	54,556.29	
Machinery	37,513.93	
Well	2,285.40	
Car Equipment	2,424.40	
Office Fixtures	1,419.18	
Accrued Interest	1,922.40	
Personal Accounts	67.12	
Bonds Unsold	100,000.00	$417,946.73
LIABILITIES		
Capital Stock	99,600.00	
Bonds	100,000.00	
Notes Payable	167,060.01	
Accounts Payable	14,058.03	
Bonds Interest	2,514.97	
Unpaid Taxes	690.00	
Unpaid Labor	381.90	
Brokers Accounts	456.28	
	$384,761.19	
Surplus	33,185.54	$417,946.73
Loss to June 30, 1915	19,218.51	
Gain for year ended June 30, 1916	52,404.05	
Surplus June 30, 1916	33,185.54	

159-18

2357

MOULTRIE PACKING COMPANY

PORK PACKERS

Moultrie, Georgia

OPERATING STATEMENT FOR YEAR ENDED JUNE 30TH, 1916

Refrigerator Expense	$ 1,320.00	
Empty Boxes	9,022.24	
Fuel	6,683.15	
Empty Barrels	4,988.79	
Drayage	1,762.68	
Expense	848.46	
Ice & Storage	2,290.30	
Lard Packages	6,757.46	
Labor	28,186.94	
Oil and Waste	919.12	
Paper Cloth and Twine	5,187.42	
Repairs	1,944.83	
Supplies	5,241.77	
Traveling Expense	157.51	
	75,310.67	
Less Inventory June 30, 1916	7,448.48	
Total House Expense		$67,862.19
Advertising	123.50	
Insurance	1,007.30	
Printing & Stationery	991.07	
Office Expense	426.28	
Legal "	106.70	
Interest	14,618.25	
Postage	1,300.38	
Taxes	1,218.00	
Salaries	7,320.99	
Telegraph & Telephone	734.72	
Total General Expense		27,847.19
Total Expenses		95,709.38
Gross Profit	148,113.43	
Total Expenses	95,709.38	
Net Profit	$ 52,404.05	

159-19

2358

MOULTRIE PACKING COMPANY

PORK PACKERS

Moultrie, Georgia

OPERATING STATEMENT FOR YEAR ENDED JUNE 30TH, 1916.

Beef Inventory June 30, 1915		$ 2,260.31	
Cattle Purchased " " 1916		16,424.85	
Pork Inventory " " 1915		47,211.36	
Hogs Purchased " " 1916		519,026.84	
Feed " " " 1916		2,847.56	
Meat " " " 1916		34,124.40	
Stearine " " " 1916		565.17	
Total cost of products			$622,460.49
Deduct Inventory:			
Beef		1,076.00	
Pork		107,823.33	
Lard		490.82	
		109,390.15	
Cost of Products Sold			513,070.34
Beef Sales		17,486.52	
Pork "		572,970.98	
Grease "		15,403.10	
Hide "		4,122.87	
Lard "		107,861.19	
Tankage "		2,977.62	
Tallow "		29.83	
Hair "		1,620.64	
Cash "		5,414.98	
Killing Cattle		310.93	
Total Value of Sales		728,198.66	
Deduct:			
Commissions	$19,727.19		
Freight Meat	35,659.57		
Allowances etc	11,628.13	67,014.89	
Net Value of Sales			661,183.77
Gross Profit			$148,113.43

159-20

2359

MOULTRIE PACKING COMPANY
PORK PACKERS
Moultrie, Georgia

STATEMENT OF CONDITION, JUNE 30TH, 1915

ASSETS:			
Citizens Bank		$ 329.04	
First National Bank		63.34	
Accounts Receivable		10,869.47	
Notes Receivable		6,331.29	
Insurance		460.30	
Unpaid Stock		3,130.00	
Ga. Northern Ry. Co.		617.27	
A B & A Ry. Co.		65.44	
Southern Express Co		36.44	
Land		1,648.75	
Buildings		54,556.29	
Machinery		36,772.79	
Well		2,285.40	
Car Equipment		2,424.40	
Office Furniture		699.28	
Accrued Interest		1,029.94	
Personal Accounts		90.74	
Inventory		56,706.14	
Loss		19,218.51	197,334.83
LIABILITIES:			
Capital Stock		97,100.00	
Moultrie Banking Company		418.55	
Accounts Payable		5,634.79	
Notes Payable		91,022.64	
Personal Accounts		1,974.87	
Reserve for Taxes		480.00	
Unpaid Salaries		703.98	197,334.83

159-21

2360

MOULTRIE PACKING COMPANY
PORK PACKERS
Moultrie, Georgia

OPERATING STATEMENT FOR YEAR ENDING JUNE 30TH, 1915.

PURCHASES:			
Cattle		$ 35,775.14	
Hogs		169,127.79	
Meat		16,204.98	
Stearine		1,007.51	
Feed		1,828.63	
		223,944.05	
Inventory		52,192.04	
Cost			171,752.01
SALES			
Beef		28,769.27	
Pork		168,519.89	
Hides		4,765.17	
Tankage		2,972.69	
		205,027.02	
COMMISSIONS			
Freight	$4,608.08		
Allowances	9,159.86		
Net Sales	875.45	14,643.39	190,383.63
Gross Profit			18,631.62

159-22

2361 MOULTRIE PACKING COMPANY
PORK PACKERS
Moultrie, Georgia
JUNE 30TH, 1915.

Expenses	$ 773.83
Drayage	3,247.28
Fuel	920.07
Expense	1,037.59
Ice & Storage	13,630.38
Labor	28.46
Repairs	7,422.61
Supplies	789.04
Traveling Expense	134.93
Advertising	3,068.85
Interest	302.75
Insurance	460.21
Office Expense	316.64
Postage	505.00
Telephone & Telegraph	422.15
Salaries	4,790.34
Total	37,850.13
Less Gross Profit	18,631.62
Loss for Period	19,218.51

159-23

2362 Moultrie Packing Company
Pork Packers
Moultrie, Georgia, Sept. 17th, 1917.

Federal Trade Commission
Washington, D. C.

Dear Sirs:—

We are mailing you form 181 and we wish to advise that the original of these forms has been misplaced and we could not locate in time to ask you to send us another report.

Will you please send us a set of reports returning the attached and we will return promptly after you have used these for your purpose.

Yours respectfully,
MOULTRIE PACKING COMPANY.
(Signed) C. H. WALLOW.

CHW:BH

159—24

2363 ECM

February 11, 1918.

Moultrie Packing Co.,
Moultrie, Ga.

Gentlemen:

Referring to your Schedule "A," Slaughtering and Meat Packing:

Your statements of operations for the periods ended June 30, 1915, 1916, and 1917 show the inventories at the end of these periods as follows: $52,192.04, 109,390.15, and blank: whereas the inventories at the beginning of these periods are shown as blank, $49,471.67 and $99,533.19 respectively.

Inasmuch as the inventory at the end of the prior period should be identical with the inventory at the beginning of the current period you are requested to revise the above statements at the earliest possible date.

Very truly yours,

FEDERAL TRADE COMMISSION

By

EBC:EF *Secretary.*

159—25

2364 Swift & Company
Moultrie, Ga.

February 20, 1918.

A 84872

Federal Trade Commission,
Washington, D. C.

—Attention L. L. Bracken, Referring to Yours of the 11th., Inst., Schedule "A" Slaughtering and Meat Packing:

Operations for the period ending June 30th, 1915, 1916, 1917, seem to be confusing to you. The correct figures as shown by the statement of Assets and Liabilities attached to the schedule sent you, are as follows:

Inventory June 30th., 1915..... 56,813.74.
Inventory June 30th., 1916.....116,838.63.
Inventory June 30th., 1917.....149,101.27.

The closing inventories of June 30th., 1915 is the opening inventory 1916. The supply inventories were handled in the expenses viz: Opening inventorw plus purchase less closing inventory, net expense for supplies.

Trust this information will be satisfactory, if not, advise any further data needed.

Yours respectfully,

SWIFT & COMPANY
Per CHW

CEH/WDR

159—26

2365 Oct. 25th, 1917. Commission Exhibit 102.

Mr. F. A. Luchsinger,
Moultrie Packing Co.
Moultrie, Ga.

Dear Sir:

I am in receipt of your letter of the 22nd, advising me of your decision to discontinue your account in Atlanta on a brokerage basis on Oct. 29th, which does not come as a surprise to me as knew that this would take place sooner or later. The only thing that has surprised me was that it didn't come sooner.

I will take pleasure in taking care of all collections for you and disposing of the stock on hand to best advantage, thus closing our relations as early as practicable.

I appreciate your kind expressions as to the agreeableness of our business relations, and while I have not had the pleasure of meeting you personally, I would be glad to do so at any time you come to Atlanta.

When you get too much of the "Soft" Moultrie Lard on hand and cannot sell it to advantage, touch the wires and I will buy a car or two from you if the price is right. I will still be in the game. Don't suppose you care who you sell it to, do you? Just so you get your money?

Yours very truly,

(In ink) Identification
"I"—Wit.—
Stanaland
3/2/21 L. C. Algee

Stamped:
Interstate Commerce Commission
Docket No. 453
Exhibit No. 102
Witness: Luchsinger
Date 2-4-21

2366 Comm. Ex. 103 omitted by stipulation.

2367

COMM. EX 104

MOULTRIE PACKING CO.

Terms
Rating
Reference
Credit Limit
1916

Sheet No.
Name Stanaland M. M.
Address Atlanta Ga.
Broker

Date 1915	Items	Folio √	Debits	Balance	Credits √	Folio	Items	Date 1916
Sept 3		JE 1 √	818 33		46 √	J 318		Apl 28
7		" 2 √	399 28		30 √	365		May 23
11		" 3 √	1081 22		1 60 √	377		27
12		" 4 √	789 78		818 33 √	M		Sept 3
16		" 5 √	496 01		399 28 √	"		" 7
20		" 7 √	1019 83		1081 22 √	"		" 11
30		" 10 √	2 36		789 78 √	F		" 12
25		" 8 √	904 18		496 01 √	M		" 16
27		" 9 √	576 84		1019 82 √	F		" 20
30		" 10 √	2/c		904 18 √	M		" 25
					576 84 √	M		" 27
Oct 3		JE 11 √	326 00		326 00 √	M		Oct 3
" 5		JE 12 √	547 23		547 23 √	"		" 5
" 9		JE 13 √	195 14		195 14 √	"		" 9
" 12		JE 14 √	697 78		697 78 √	"		" 12
" 14		JE 16 √	506 21		506 21 √	"		" 14
" 18		JE 17 √	668 34		668 34 √	M		Oct 18
" 20		JE 18 √	484 01		484 01 √	C		" 20
" 23		JE 19 √	779 38		779 38 √	M		" 23
" 26		JE 20 √	602 58		602 58 √	F		" 25
" 26		JE 22 √	655 22		655 22 √	M		" 27
" 28		JE 23 √	474 96		474 96 √	"		" 28
" 31		JE 26 √	629 00		1184 47 √	"		" 30
" 30		JE 25 √	1184 47		629 00 √	"		" 31
Nov 4		JE 27 √	909 45		909 45 √	"		Nov 3
" 6		JE 28 √	1648 66		1648 66 √	"	√	" 6
" 9		JE 29 √	1231 63		1231 63 √	"	√	" 8
" 9		JE " √	1319 76		1319 76 √	"	√	" 9
" 14		JE 30 √	2549 07		2549 07 √	"	√	" 13
" 15		JE 31 √	1010 19		1010 19 √	"	√	" 15
" 16		JE 23 √	1145 01		1145 01 √	"	√	" 16
" 18		JE 23 √	478 65		478 65 √	"	√	" 17
" 20		JE 34 √	2849 57		2849 57 √	"	√	" 20
" 27		JE 36 √	793 89		2295 78 √	"	√	" 23
" 23		JE 35 √	2295 78		793 89 √	"	√	" 25
" 27		" 37 √	551 87		551 87 √	"	√	" 27

FEDERAL TRADE COMMISSION
Docket No. 453 Exhibit No. 104
Witness Smith
{Complainants Date 3-1-21
{Defendants Steno Alger

2367

COMM. EX 104

MOULTRIE PACKING CO.

Sheet No.
Name Stanaland M. M
Address Atlanta Ga
Broker

Terms
Rating
Reference
Credit Limit

Date 1916	Items	Folio	√	Debits	Balance	Credits	√	Folio	Items	Date 1916
Nov 30		JE	39	2439 45		2439 45	√	M		Nov 30
Dec 2		JE	40	1118 55		1118 55	√	"		Dec 2
" 4		"	41	2717 05		2717 05	√	"		" 4
" 5		JE	42	828 20		828 20	√	"		" 5
" 7		JE	43	1351 27		1351 27	√	"		" 7
" 11		JE	44	1077 99		1077 99	√	"		" 11
" 12		JE	45	1173 33		1173 33	√	"		" 12
" 14		JE	48	1986 08		1986 08	√	"		" 14
" 18		JE	49	1768 63		1768 63	√	"		" 18
" 21		JE	50	1872 76		546 21	√	"		" 22
" 21		JE	51	546 21		1222 84	√	"		" 26
" 26		JE	52	1222 84		1872 76	√	"		" 21
" 28			53	2482 88		2482 88	√	"		" 28
" 29			54	2971 69		2971 69	√			
					√	768 87	√	M		Jan 4
Jan 2		JE	1	1218 22	√	1218 22	√	"		" 2
" 4		JE	2	768 87	√	2690 69	√	M		Jan 5
"			3	2690 69	√	1615 38	√	"		" 9
" 9		JE	4	1615 38	√	1166 11		"		" 11
"		"	5	1166 11	√	1778 07	√	F		" 15
" 15		"	6	1778 07	√	1036 58	√	M		" 18
" 18		"	7	1036 58	√	1338 48		"		" 18
" 18		"	8	1338 48						
" 22		"	9	1055 69	√	1055 69	√	M		Jan 22
" 23		"	10	2443 13	√	2443 13	√	"		" 23
" 25		"	11	1392 84	√	1392 84	√	"		" 25
" 29		"	12	4307 25	√	4307 25	√	"		" 29
" 30		"	13	464 66	√	464 66	√	"		" 30
" 31		"	14	1675 43	1675 43	2347 93	√	F		Feb 5
Feb 2			√	2347 93		1675 43	√	M		" 2
Feb 8		JE	2	1457 99		1457 99	√	M		" 7
" 10		JE	4	1931 30		1931 30	√	"		" 10
" 14		JE	5	2985 11		2985 11	√	"		" 14
" 16		JE	6	1018 15		1018 15	√	"		" 16
" 19		JE	7	1122 89		1122 89	√	C		" 19
" 19		JE	8	1240 73		1240 73	√	F		" 19

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COMM. EX 104a

MOULTRIE PACKING CO.

Terms
Rating
Reference
Credit Limit

Sheet No.
Name Stanaland M. M.
Address Atlanta Ga
Broker

Date 1917	Items	Folio	√	Debits	Balance	Credits	√	Folio	Items	Date 1917
Feb 20		JE	1	1080 01		1080 11	√	M		Feb 20
" 22		JE	10	1337 38		1719 77	√	"		" 24
" 26		JE	12	779 97		779 97	√	F		" 26
" 24		JE	11	1719 77		1337 38	√	F		" 22
" 27		JE	14	1396 90		1396 90	√	F		" 27
" 28		JE	15	1366 07		1366 07	√	M		" 28
Mch 2		JE	16	1192 69		1192 69	√	"		Mch 3
" 5		JE	17	2053 96		2053 96	√	"		" 5
" 7		JE	18	6882 78		6882 78	√	"		" 7
" 9		JE	19	2057 08		2057 08	√	F		" 9
" 13		JE	21	1157 61		1157 61	√	M		" 13
" 12		JE	20	2463 31		2463 31	√	F		" 12
" 15		JE	23	2171 08		2171 08	√	F		" 15
" 19		JE	25	3146 48		3146 48	√			" 19
" 20		JE	26	1529 09		1529 09	√	M		" 20
" 21		JE	27	1895 71		1895 71	√	M		" 22
" 23		"	28	1366 07		1366 07	√	"		" 23
" 26		JE	29	1808 31		1808 31	√	"		" 26
" 28		"	30	752 41		752 41	√	"		" 27
" 28		"	31	1013 72		1013 72	√	"		" 28
Apr 2		JE	1	2443 98		2443 98	√	"		Apr 2
" 3		JE	2	2024 83		2024 83	√	"		" 3
" 5		JE	4	692 14		692 14	√	"		" 5
Apr 5		JE	3	1823 69		1823 69	√	"		" 5
" 5		JE	5	1584 88		1584 88	√	"		" 5
" 9		JE	6	2458 68		2458 68	√	"		" 9
" 10		"	7	1664 30		1664 30	√	"		" 10
" 11		"	8	1415 13		1415 13	√	F		" 11
" 13		"	9	3567 80		1335 13	√	M		" 13
" 14		"	10	1335 13		3567 80	√	"		" 14
" 16		"	11	1957 06		1911 49	√	"		" 19
" 19		"	13	1911 49		1957 06	√	"		" 16
" 18			12	1998 71		1998 71	√	"		" 18
" 21		JE	14	3060 83		3060 83	√	"		" 21
" 23		JE	15	1979 22		1979 22	√	"		" 23
" 23		JE	16	2394 52		2394 52	√	"		" 24

FEDERAL TRADE COMMISSION
Docket No. 453 Exhibit No. 104a
Witness Smith
{Complainants Date 3-5-21
{Defendants Steno. Algee

2368

COMM. EX 104a

MOULTRIE PACKING CO.

Sheet No.
Name Stanaland M. M.
Address
Broker

Terms
Rating
Reference
Credit Limit

Date 1917	Items	Folio	√	√ Debits	Balance	Credits	√	Folio	Items	Date 1917
Apr 27		JE	17 √	2011 64		2011 64	√	M		Apr 27
" 28		JE	18 √	23 90		23 90	√	"		" 28
" 28		JE	19 √	2680 51		2680 51	√	"		" "
" 30		JE	21 √	1268 64		1268 64	√	"		" 30
May 2		JE	1 √	1557 37		1557 37	√	"		May 1
" 4		JE	2 √	1725 46		1725 46	√	"		" 4
" 5		"	3 √	1715 46		1715 46	√	A		" 5
" 7		"	4 √	1733 62		1733 62	√	A		" 7
" 8		"	5 √	1337 71		1337 71	√	A		" 8
" 9		"	6 √	2278 61		2278 61	√	A		" 9
" 11		"	7 √	1426 01		1426 01	√	A		" 11
" 12		"	8 √	1987 73		1987 73	√	A		" 12
" 14		"	9 √	1555 90		1555 90	√	A		" 14
" 15		"	10 √	1982 04		1982 04	√	A		" 15
" 18		"	11 √	4031 49		4031 49	√	A		" 18
" 21		"	12 √	3430 70		3430 70	√	A		" 21
" 24		"	13 √	4442 49		4442 49	√	A		" 24
" 25		"	14 √	1660 14		1660 14	√	A		" 25
" 28		"	15 √	1665 22		1665 22	√	A		" 28
" 30		"	16 √	2742 49		2742 49	√	A		" 30
June 1		JE	1 √	2381 37		2381 37	√	A		June 1
" 5		"	2 √	1947 30		1947 30	√	"		" 5
" 6		"	3 √	2422 52		2422 52	√	"		" 6
" 9		JE	4 √	945 70		945 70	√	"		" 9
" 9		"	4 √	1000 54		1000 54	√	"		" 9
" 14		JE	5 √	1713 21		1713 21	√	"		" 14
" 16		"	6 √	1403 40		1403 40	√	"		" 16
" 19			7	2642 77		2642 77		No Yellow Deposit Slip		
" 21			8 √	1321 81		1321 81	√	A		June 21
July 2		JE	1 √	1043 73		1043 73	√	M		Jul 3
5		"	2 √	1127 14		1127 14	√	"		6
7		"	3 √	873 78		873 78	√	"		9
9		"	4 √	974 25		974 25	√	"		11
11		"	5 √	461 16		461 16	√	"		12
13		"	5 √	982 39		982 39	√	"		14
14		"	6 √	614 97		614 97	√	"		16

2369 COMM. EX. 104 and 104a.

*	2,717.05 √	779.97 √	2,680.51 √
818.33 √	828.20 √	1,719.77 √	1,268.64 √
399.28 √	1,351.27 √	1,396.90 √	1,557.37 √
1,081.22 √	1,077.99 √	1,366.07 √	1,725.46 √
789.78 √	1,173.33 √	1,192.69 √	1,715.46 √
496.01 √	1,986.08 √	2,053.96 √	1,733.62 √
1,019.83 √	1,768.63 √	6,882.78 √	1,337.71 √
2.36 √	1,872.76 √	2,057.08 √	2,278.61 √
904.18 √	546.21 √	1,157.61 √	1,426.01 √
576.84 √	1,228.84 √	2,463.31 √	1,987.73 √
326.00 √	2,482.88 √	2,171.08 √	1,555.90 √
547.23 √	2,971.69 √	3,146.48 √	1,982.04 √
195.14 √	1,218.22 √	1,529.09 √	4,031.49 √
697.78 √	768.87 √	1,895.71 √	3,430.70 √
506.21 √	2,690.67	1,366.07 √	4,442.49 √
668.34 √	2 √	1,808.31 √	1,660.14 √
484.01 √	1,615.38 √	752.41 √	1,665.22 √
779.38 √	1,166.11 √	1,013.72 √	2,742.49 √
602.58 √	1,778.07 √	2,443.98 √	2,381.37 √
655.22 √	1,036.58 √	2,084.83 √	1,947.30 √
474.96 √	1,338.48 √	692.14 √	2,422.52 √
629.00 √	1,055.69 √	1,823.69 √	945.70 √
1,184.47 √	2,443.13 √	1,584.88 √	1,000.54 √
909.45 √	1,398.84 √	2,458.68 √	1,713.21 √
1,648.66 √	4,307.25 √	1,664.30 √	1,403.40 √
1,231.63 √	464.66 √	1,415.13 √	2,642.77 √
1,319.76 √	1,675.43 √	3,667.80 √	1,321.81 √
2,549.07 √	2,347.93 √	1,335.13 √	1,043.73 √
1,010.19 √	1,457.99 √	1,957.06 √	1,127.14 √
1,145.01 √	1,931.30 √	1,911.49 √	873.78 √
478.65 √	2,985.11 √	1,998.71 √	974.25 √
2,849.57 √	1,018.15 √	3,060.83 √	461.16 √
793.89 √	1,122.89 √	1,979.22 √	982.39 √
2,295.78 √	1,240.73 √	2,394.52 √	614.97 √
551.87 √	1,080.11 √	2,011.64 √	
2,439.45 √	1,337.38 √	23.90 √	221,830.17*
1,118.55 √			

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Sheet No..... Account No.....

Terms
Rating
Credit Limit

Name Swift & Co.
Address Atlanta, Ga.

Herald Publishing Co., Albany, Ga.

L31021	Date 1917	Items	Folio	√	Debits	Date 1917	Items	Folio	√	Credits
	Sept 27		4258		331 30	√				
	" 27		4259		1737 64	√				
	" 28		4348		19 55	√ Sept 24		J.E. 20	√	2088 49
				√		Oct 10		C 8	√	4568 12
	Oct 1		4481	√	310 58	√ " 17		C 14	√	① 19 55
	" 1		4482	√	621 25	√ " 17		C 14	√	3422 80
	" 1		4483	√	1567 35	√ " 24	2388–1	C 19	√	4885 73
	" 8		4939	√	805 00	√				
	" 8		4940	√	2625 80					
	" 9		4998	√	①19 55					
	" 10		5048	√	2718 47	√				
	" 15		5349	√	24 06	√				
	" 15		5350	√	2143 20	√				
	" 17		5462	√	2154 06					
	" 17		5463	√	18 24					
	" 17		5464	√	49 96					
	" 17		5465	√	54 61					
	" 17		5466	√	65 00					
	" 17		5467	√	58 81					
	" 18		5505	√	53 19					
	" "		6	√	53 38					
	" 27		6064	√	2037 56					
	" 27		6065	√	1069 05					
	" 29		6098	√	69 48					
	Nov 1		6318	√	1787 20					
	" 1	7398–1	6319	√	48 06	Nov 3		JE 23	√	5457 66

FEDERAL TRADE COMMISSION
Docket No. 453 Exhibit No. 105
Witness Smith
{Complainants √ Date 3-5-21
{Defendants Steno. Algee

ion's
its Nos.
nd 107.

2371 Cross Code

Main 4764
Phones) Atlanta 104

Repreesnting
Moultrie Packing Co.
Moultrie, Ga.
Fresh Meats
Hams, Bacon, Lard and
Sausage

Referenes:
Atlanta National Bank
Atlanta, Ga.
Moultrie Banking Co.
Moultrie, Ga.

M. M. Stanaland
Merchandise Broker
P. O. Box 466
55 W. Wall Street

Atlanta, Ga.
Oct. 6th, 1917.

Moultrie Packing Co.
Moultrie, Ga.

Gentlemen:

I some instances this week, I had to meet Western xxx prices especially on pork shoulders and trimmings.

In most instances I can get equal to Western prices, but I am not able to get more.

Yours very truly,

Docket No. 453
Exhibit No. 106
Witness: Stanaland
Date: 3/2/21

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2372

Oct. 13th, 1917.

Moultrie Packing Co.
Moultrie, Ga.

Gentlemen:

I was unable to get list prices on all pork cuts this week, for the reason that Branch of Swift & Co. was selling Moultrie pork cuts for less. I started off with prices of 26½ shoulders 28 on hams and 31 on loins and sold some at these prices. In fact sold practically all loins at 31 cents, but several of my customers kicked on these prices stating that Swift & Co. were selling at 26—27 and 30 cents, so I investigated the matter and found this to be true, consequently had to drop my prices in order to meet this competition.

I can get as much as any one for the same products on this market, but am unable to overcome a handicap like this.

Yours very truly,

Docket No. 453
Exhibit No. 107
Witness: Stanaland
Date: 3/1/21

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2373 Oct. 20th, 1917. Commissi Exhibit 108.

Moultrie Packing Co.
Moultrie, Ga.

Gentlemen:

I am sending you in today an order for car to be shipped next week, in which is included some fresh meats, and beg to say that if you are short on fresh meats, it will be all right to leave them x off my order and ship the cured stuff and lard.

My reason for saying this is that I am constantly coming in conflict with your other agency on prices here on the same commodity with varying prices which demoralizes my fresh meat trade, so rather than have this, I would prefer devoting my time to lard and cured meats on which there is a set price and if I do not sell one day, I can wait till the next and it does not spoil.

Don't mis-understand me in this. I will sell fresh meats for you if you wish, doing my very best to maintain prices and make money for you, but I can concentrate my efforts on other things from which I can get a greater volume and not be constantly worried about a few hundred pounds of fresh meats spoiling on me before I can yet your prices for it. Then too, you doubtless have all the output you need through other places.

Kindly let me have an expression from you regarding this and advise me by wire when and what will be shipped.

Yours very truly,

Docket No. 453
Exhibit No. 108
Witness: Stanaland
Date: 3-1-21

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2374 COMMISSION'S EX. 109.

Cross Code

Main 4764
Phones) Atlanta 104

Representing
Moultrie Packing Co.
Moultrie, Ga.
Fresh Meats
Hams, Bacon, Lard and
Sausage

References
Atlanta National Bank
Atlanta, Ga.
Moultrie Banking Co.
Moultrie, Ga.

M. M. Stanaland
Merchandise Broker
P. O. Box 466
55 W. Wall Street

Atlanta, Ga.
Jan. 20th, 1917.

Mr. W. C. Vereen, President,
Moultrie Packing Co.
Moultrie, Ga.

Dear Sir:

You are still out of line on your prices on case goods, consequently I am unable to make any sales on 5c and 10c without meeting prices of the other packers. Now I want you to understand in the beginning that I am not after a cheaper price than they have, but I do want a price equal to theirs, as I am not salesman enough to overcome a handicap of this kind with a commodity that has only been on the market a short time against old advertised brands that have been on the market for years.

To illustrate what I mean: Swift & Co. have been selling their "Silver Leaf" brand here this week at $9.90 in 5s and 10s, and quite a number of my customers told me that they would take your lard at the same price, but that they were in business for pecuniary gain and could not get any more for our lard than they could this, consequently they bought the other. Now I cut the price in some instances where the quantities were sufficient to justify it, but I didn't feel like cutting the price on case goods from 10/30 to $9.90 without your consent.

You will recall that I went over the matter of putting your cases of 5s and 10s at the same price as 60s, and you promised to investigate the cost and let me know the result, but suppose you were so busy on your return that you overlooked it.

As stated to you at the time, I believe that it would be much better for you in every way to put your case lard on on the market in preference to the tub lard.

I have just figured a case each of 5s and 10s to see just how much less lard is in them that a sixty pound tub of lard, with the following result: The net weight of a number of 10 is 8# & 10 ozs. Total weight for case net 51# 12 oz. leaving you a gain of 8# and 4 oz. or 8¼# at .16½ cents equal to $1.36, which you have to pay for your buckets and case, while in your 60 lb. tubs you get nothing to pay for the container. The no. 5s figured the same way, will give you 10½# at 16½ cents equal to $1.73 to pay for pails and case. Of course, I don't know how much your pails cost, but should not think it would be but little more than this. However, I don't want you to think that I am trying to run that end down there, but I want you to help me to help us both to build a business for the future.

In other words, I want to put your products on the market in such a way that the public will make the merchant handle it by demanding your products, whether he wants to do so or not.

Now I do not know what the prices will be on lard next week, but I have been to high this week. Awaiting your response, I am

Yours very truly,

2375 COMMISSION'S EXHIBIT 110.

Bank book,
Birmingham Trust & Savings Co. in account with Andalusia Packing Co.
Physical Exhibit.

2376 Docket No. 453
Exhibit No. 111
Witness: Henderson
Date: March 11, 1921

Andalusia, Alabama. 6-8-17

For and in consideration of the sum of one dollar ($1.00) in hand paid to A. C. Darling and T. E. Henderson the receipt of which is hereby acknowledged, the said A. C. Darling and T. E. Henderson does hereby give to H. C. Carr, for Swift & Company an option until June 27th, 1917, on their shares of stock in the Andalusia Packing Company, of Andalusia, Alabama, the said A. C. Darling owning one hundred forty-four (144) shares and T. E. Henderson owning one hundred thirty (130) shares respectively of said stock at and for the sum of seventy five dollars ($75.00) per share, the par value of said shares being $50.00 each.

It is understood and agreed also, that in the event the said H. C. Carr, for Swift & Company sees fit to avail themselves of the purchase of the above described stock at the price named, that the said A. C. Darling and T. E. Henderson agree and bind themselves to use their best efforts and influence toward buying all the remaining shares of stock in the said Andalusia Packing Company at and for the sum of ($75.00) seventy five dollars per share, but in the event that the said Darling and Henderson are unable to purchase the remaining shares of the said corporation this option shall not be binding upon the said Darling and Henderson for the delivery of their own shares.

A. C. DARLING
T. E. HENDERSON

2377

ANDALUSIA PACKING CO.
OPERATING STATEMENT FOR PERIOD ENDING MAY 1st, 1917

No.....

Specially Designed by J. H. McGinty & Co.
Certified Public Accountants, Atlanta

Assets and Liabilities

Account	Detail	Total
Assets:		
First National Bank	39975 42	
Bank of Andalusia	1814 35	
Other Banks	2240 33	
Cash Fund	9 00	44039 10
Accounts Rec. No. 1	61892 77	
2		
Atlanta	13456 92	
Birmingham	15499 47	
Notes Receivable	900 00	
Inventory	261079 09	352828 25
Plant and Equipment	142983 20	
Car Equipment		
Office Fixtures	1314 93	
Unexpired Insurance	955 70	
Accrued Interest	3501 86	
Personal Accounts	687 09	149942 78
Total Assets		**546310 13**
Liabilities:		
Capital Stock	133692 00	
Accounts Payable	42349 07	
Notes Payable	305160 00	
Unpaid Taxes		
Unpaid Interest	2384 74	
Unpaid Other Items		
Surplus	78 12	
		483663 93
Total Liabilities		
Excess Assets Liabilities		**62646 20**

Purchases and Sales

Account	No.	Weight	Detail	Total	Aver. Price
Purchases:					
Pork Inventory Last Period			47452 85		
Hogs			689919 97		
Meats					
Supplies			6326 16		
Feed			5138 94		
Stearine			3211 08		
Total Cost Hog Products				752049 00	
Less Inventory Live Hogs and Supplies				3996 20	
Cost of Hog Products				748052 80	
Sales:					
Fresh Pork			162318 59		
Shipper Pigs			89572 75		
D. S. Meat			199407 48		
Smo. Meat			21871 05		
Hams			27007 39		
Lard			115573 29		
Sausage			11707 45		
Pig Feet			871 85		
Grease			34468 61		
Tankage			4510 90		
Hair			1376 44		
Total Value Sales				668685 80	
Add Inventory Products				245636 94	
Value of Production				914322 74	
Less—Allowances			3072 51		
Commissions			13905 86		
Freight			23245 31	40224 18	
Net Val. Production				874098 56	
Gross Profit				126045 76	
Beef:					
Beef Inv. Last Period					
Cattle Purchased			33160 54		
Total Cost				33160 54	
Less Inv. Live Cattle				1547 29	
Cost of Beef Prod.				31613 25	
Sales:					
Beef		27939 88			
Hides		6008 28			
Beef Inventory		1706 56			
Total Val. Beef Prod.			35654 72		
Gross Profit			4041 47		
Total Gross Profit			130087 83		

Expenses

Account	Ledger	Inventory	Net Amount	Per Cent Sales
House Exp.:				
Drayage	329 62	85 78	213 94	
Expenses	1068 40	215 93	852 47	
Empty Boxes	4364 38	692 83	3671 55	
Empty Barrels	3921 82	859 30	3062 52	
Fuel	8909 38	1830 10	7079 23	
Ice and Storage				
Lard Packages	6993 02	1981 26	011 76	
Labor	18309 97		18309 97	
Oil Waste and Pck.	838 33	307 06	531 27	
Paper, Cloth and Twine	4744 31	1368 25	3376 06	
Pig Feet Packages	524 50	361 50	163 00	
Repairs	1454 08	250 09	1203 99	
Refrigeration Exp.	1308 68	240 00	1068 68	
Condemned Hogs	1511 83		1511 33	
Total	54278 27	8192 10	46086 17	
General Exp.:				
Inspection Fees	17 60			
Interest	12053 37			
Insurance	1772 43			
Selling Exp.	1489 63			
Office Exp.	5312 93			
Postage	251 45			
Printing and Staty.	1263 91			
Guards	95 00			
Taxes	843 70			
Tel. and Tel.	687 66		23427 68	
Unearned Interest & Insurance			2072 82	
Total General			21354 86	
Total House			46086 17	
Total Expenses			67441 03	
Gross Profit			130087 23	
Net Profit			62646 80	

Federal Trade Commission
vs
Swift & Co.
Docket No. 453 Exhibit No. 112
March 11, 1921
Com. Witness Reporter
Henderson MacRae

2378

Chicago, Illinois,
July 11, 1917

Commission Exhibit 113.

Mr. T. E. Henderson,
First National Bank of Andalusia,
Andalusia, Alabama.

Dear Sir:

Our Mr. G. D. Rogers expects to be in Andalusia Monday, July 16, to familiarize himself with the business of the Andalusia Packing Company, preparing himself to assume charge as manager at the proper time.

We would appreciate having you make Mr. Rogers acquainted with the people at the plant and with your other friends and business associates with whom he will naturally come in contact in the handling of the business and naturally he will be glad to have your advice on a great many matters for some time to come.

As a matter of policy, think it is desirable that there should be just as little change as possible in the method of handling the business as we prefer to let things run along on about the same lines as you have been handling, permitting our people to become fully acquainted with the situation and conditions.

Yours truly,
(Signed) H. C. Carr

Docket No. 453
Exhibit No. 113
March 11, 1921
Witness: Henderson

Comm. Ex. 114.

ANDALUSIA PACKING COMPANY

UNDER GOVERNMENT INSPECTION

ANDALUSIA, ALABAMA 7/21/17

No 12416

SOLD TO Swift & Co.,

SHIPPED TO PENSACOLA, FLA.

ORDER DIRECT
ORDER RECEIVED 7/20
DATE SHIPPED 7/21
VIA FRT.
CAR

ALL BILLS DUE AND PAYABLE AT OUR OFFICE ON OR BEFORE MONDAY FOLLOWING DATE OF SALE

YOUR ORDER NO.	ORDER NO. 10872 BILL NO. 6809	SHIPPED PIECES	SHIPPED POUNDS	PRICE	AMOUNT
	D/S CLEAR BELLIES 18/25	450	8394	22	1846.68
	D/S RIB BELLIES 20# AND UNDER.	750	8222	21½	1767.73
					3614.41

AUDITED

CHECK

Swift & Co
Invoice 20-453
Commerce Exhibit
No 114
Witness Zuckerbach
Marshall 17-1921

16788
16789
846.68

8222
16444
8211
176773

Comm. Ex. 116

No._____

CREDIT APPLICATION.

DATE RATED	AMOUNT	TERMS

Sheet No._____

Name Moultrie Packing Co

Address Moultrie Ga.

Federal Trade Commission
vs
Empire
Docket 643
Exhibit 116
Dec 28-1923
Edwin Hilley Master
Master's Exhibit
Respondent

1923		Folio	✓	DEBITS	DATE	Folio	✓	CREDITS
Jan	15	266	✓	920	Bord			87280
		2	✓	367	Dec 20		✓	28805
	20	267	✓	333	" 27	419	✓	30351
	22	269	✓	31476	Jan 9	121	✓	7485
Jan	17	285	✓	32045	" 31	130	✓	26965
	9	293	✓	18620	Jan 10	196	✓	35465
	15	299	✓	33905	" 15	245	✓	16926
		-	✓	29621	" 17	862	✓	43012
	-	3	✓	783	" 22	392	✓	16182
		5	✓	33760	" 24	402	✓	34922
	24	11	✓	34782	" 29	5	✓	19212
	31	17	✓	16926	Feby 31	10	✓	40224
	3	10	✓	43072	Feby 5	73	✓	13398
	-	23	✓	1598	-	105	✓	32916
	12	29	✓	25004	" 8	114	✓	34765
		-	✓	26104	" 12	400	✓	18881
	14	31	✓	19212	" 14	254	✓	40696
	-	-	✓	40224	" 21	316	✓	2678
	17	35	✓	18565	-	347	✓	40470
	-	37	✓	32915	Mar 1	28	✓	59586
Mar	1	47	✓	18871	" 6	119	✓	61818
	-	-	✓	40696	" 14	214	✓	51916
	7	53	✓	23148	" 21	299	✓	58447
	-	-	✓	20000				
	13	61	✓	29586				
	-	-	✓	30000				
	20	65	✓	25000				
		-	✓	36913				
		Bord						83516
				763547				763547

DATE	Folio	✓	DEBITS	DATE	Folio	✓	CREDITS
Mar 27	70	✓	26916	Mar 27	73		26916
	-	✓	36000	Bord			
	-	✓	28147	" 7	16	✓	69422
	81	✓	30000	" 11	107	✓	16269
	89	✓	30000	" 13	108	✓	35065
	-	✓	28147	" 18	209	✓	42280
	-	✓	11475	" 25	252	✓	41100
	91	✓	24000	April 2	9	✓	44358
	95	✓	23700	" 9	121	✓	32491
	-	✓	23721	" 15	160	✓	36577
	101	✓	24000	" 23	219	✓	38841
	-	✓	23421	" 28	272	✓	10625
	106	✓	5900	" 30	284	✓	39102
	-	✓	19471	May 7	55	✓	10925
	-	✓	7000	" -	56	✓	28970
	102	✓	21				
May 7	113	✓	20000				
	-	✓	21134				
	121	✓	22000				
	-	✓	22848				
	125	✓	15000				
	-	✓	19471				
Jan 1	135	✓	18000				
	✓	✓	17529				
	137	✓	8500				
	139	✓	18891				
			1223[illegible]				
			583912				

Sheet No. _____

Name Moultrie Packing Co.

Address Moultrie Ga.

No. _____

CREDIT APPLICATION.

DATE RATED	AMOUNT	TERMS

DATE	Folio	✓	DEBITS	DATE	Folio	✓	CREDITS	DATE	Folio	✓	DEBITS	DATE	Folio	✓	CREDITS
June 12	143	✓	25000	June 7	109	✓	88457								
"	"	✓	24701	June 14		✓	29741								
" 19	149	✓	20000	" 21	198	✓	16029								
"	"	✓	18946	" 25	217	✓	10930								
" 27	155	✓	14741	" 28	260	✓	14554								
"		✓	15000	July 5	64	✓	16444								
"	159	✓	195	" 12	97	✓	5750								
"	"	✓	90	" 20	193	✓	90								
July 4	193	✓	26959	" 19	972	✓	5750								
" 20	212	✓	13038	Aug 11	105	✓	31108								
Aug 6	229	✓	35000	" 13	117	✓	10575								
" 22	239	✓	31108	" 17	155	✓	41482								
Sept 10	261	✓	10575	✓											
Nov 6	281	✓	41482	✓											

Reverse side of Comm. Ex. 116

Comm. Ex. 116

No.

CREDIT APPLICATION.

DATE RATED	AMOUNT	TERMS

Sheet No.

Name Moultrie Packing Co.

Address Moultrie, Ga

Federal Trade Commission
vs
Empire
Docket No 463
Exhibit No 116-9
Witness - Morris
March 22/1921
Reporter Hunt & Kay

DATE	Folio	✓	DEBITS	DATE	Folio	✓	CREDITS	DATE	Folio	✓		DATE	Folio	✓	CREDITS
Dec 9	110	✓	5166	Dec 1	30 105	✓	537				2nd				
20	132	✓	316	Dec 7	123	✓	4378	Jan 2	268	✓	26125				
Jan 5	138	✓	40694	13	247	✓	2544	19	426	✓	16844				
Dec 31	160	✓	41284	14	271	✓	11394	-	427	✓	20491				
16	178	✓	39214	21	436	✓	12143	22	472	✓	6000				
31	194	✓	50921	25	540	✓	14928	24	492	✓	11997				
Jan 4	210	✓	25546	28	542	✓	4853	26	579	✓	16511				
-	-	✓	45291	-	543	✓	11736	-	580	✓	16206				
Jan 1	230	✓	22637	Nov 1	34	✓	13054	Jan 1	4	✓	6293				
-	-	✓	38488	4	117	✓	6719	2	75	✓	28035				
12	242	✓	495	5	123	✓	4922	-	76	✓	1260				
-	-	✓	338	8	144	✓	14486	7	99	✓	7445				
10	244	✓	42669	11	231	✓	10417	9	217	✓	18063				
28	258	✓	44243	12	233	✓	14311	11	234	✓	3200				
Feb 7	270	✓	40422	-	234	✓	4108	16	403	✓	34216				
18	278	✓	50121	19	332	✓	13544	21	437	✓	7263				
20	284	✓	64786	Dec 1	308	✓	8000	-	438	✓	3880				
Apr 5	4	✓	37560	3	62	✓	22279	23	502	✓	19427				
8	8	✓	23974	8	149	✓	3000	24	507	✓	6863				
5	10	✓	1239	9	228	✓	18546	18	513	✓	2946				
"	"	✓	6	-	288	✓	4000	25	515	✓	3075				
17	16	✓	45424	15	292	✓	3000	May 1	118	✓	24856				
28	26	✓	41544	16	293	✓	34772	4	214	✓	47083				
				-	342	✓	10459	10	762	✓	3249				
May 4	32	✓	24150	22	388	✓	3000	13	763	✓	13146				
17	44	✓	20228	-	389	✓	19632	-	264	✓	7880				
June 7	62	✓	30186	May 19	417	✓	29525	14	309	✓	38819				
12	66	✓	47881	6	115	✓	10363	20	297	✓	2600				
	2nd		155420	2nd			309900	3rd			70158				

Sheet No. _____

Name

Address

Moultrie Packing Co.,
Moultrie, Ga

No. _____
CREDIT APPLICATION.

DATE RATED	AMOUNT	TERMS

DATE	Folio	✓	DEBITS	DATE	Folio	✓	CREDITS
June							
				Balance			155430
21	74	✓	3362	June 14	214	✓	3362
July 6	94	✓	6786	28	400	✓	6786
" 14	102	✓	5284	July 6	37	✓	5284
"	"	✓	60	12	168	✓	1771
" 17	104	✓	310	14	169	✓	8765
" 24	110	✓	10536	20	272	✓	4955
" 31	116	✓	150430	Aug 1	119	✓	7600
				"	120	✓	9446
Aug 11	128	✓	7663	3	122	✓	6717
"	"	✓	63	"	157	✓	1718
" 31	146	✓	21837	10	162	✓	6845
"	148	✓	365	17	324	✓	7280
Sept 20	171	✓	16750	24	357	✓	3553
" 23	177	✓	102	"	369	✓	4569
Oct 5	197	✓	16682	Sept 1	17	✓	10993
" 9	191	✓	17217	"	111	✓	8070
" 12	201	✓	554	14	221	✓	4037
" 17	205	✓	21918	21	319	✓	4575
Nov 2	217	✓	496	✓	384	✓	9791
" 8	221	✓	17251	28	437	✓	7426
" 8	223	✓	415	Oct 3	42	✓	4575
" 15	229	✓	23191	5	81	✓	7935
" 21	239	✓	24858	12	169	✓	9405
" 28	241	✓	29170	19	280	✓	17355
"	243	✓	165	25	369	✓	17741
Dec 5	251	✓	29820	30	419	✓	1550
"	261	✓	30005	Nov 1	525	✓	4050
			334031				334031

DATE	Folio	✓	CREDITS
Brot			334031
Nov 2	46	✓	25275
" 8	116	✓	28120
" 15	217	✓	29820
" 21	326	× ✓	80005
" 24	352	✓	5100
" 28	390	✓	1050
			~~50000~~
			~~2042~~
Dec 1		✓	9968
		✓	20622
	5	184 ✓	32045
	13	199 ✓	15717
	15	205 ✓	2893
			534644

Reverse side of Comm. Ex. 116a

2385 Federal Trade Commission
vs.
Swift & Co.

Commission Exhibit 117 and

Docket No. 453
Exhibit No. 117
Date: March 21, 1921.
Reporter: Kehoe

July 12th, 1917.

Andalusia Packing Co.,
Andalusia, Ala.
Gentlemen:

It is currently reported that you have sold your plant to Swift & Co., and we are writing to ask you if this is the case.

We have had an opportunity to secure another very desirable Southern account, but we did not consider it, inasmuch as we were representing you. However, if you have disposed of your plant we would like to try and land this other account before it is too late.

Will appreciate it if you will advise us fully.

Yours respectfully,
THE J. W. CLARK CO., INC.
Pres. & Mgr.

FOM/C

(Written in) Identification "K"—Wit.—Miller 3/3/21 L. C. Algee.

2386 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 118
March 21, 1921.
Reporter: Kehoe.

July 20th, 1917.

Andalusia Packing Co.,
Andalusia, Ala.,
Gentlemen:

Replying to yours of the 16th, we note that the deal to sell your plant is still in the air, and that you will notify us later when you have any definite information. We are accordingly

going right along as usual, posting tickets to account sales, etc. We gathered the (copy not legible) your wire Saturday that you had probably closed the deal, since you were particularly anxious to have every ticket in and very accurate stock report.

We want to take this opportunity to express our appreciation of the manner in which you have handled the account with us. It has certainly been one of the most pleasant accounts we have had, and we should regret very much your selling out.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "L"—Wit.—Miller 3/3/21 L. C. Algee.

sion's
it No.

2387 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 119
Date March 21, 1921.
Reporter: Kehoe

July 28th, 1917.

Andalusia:—

We are in receipt of yours of the 25th per Mr. Conner, and note that sale of your plant has been consummated but that there will be no change in the management and policy. We have no other Southern connection, and, as stated before, our relations with you have been extremely pleasant. Of course, it is hard to tell now how matters will work out under the new ownership. In the meantime, we will give you the very best of representation we can, and will pay particular attention to getting in the accounts.

We note you are offering car load of sweet pickled reg. hams and sweet pickled skd. hams. We will do the best we can to place these.

Regarding lard prices, we have written you that we are very badly out of line. We think that we should have some relief as lard should be moved reasonably prompt at this season.

We also note your inquiry regarding sales of smo. hams, and wanting to know if a little reduction in price will be a help

to us. In reply will say that the whole town is apparently long on hams. The big Packers, one after another, have been making out prices to clean up stock, and the trade is pretty badly demoralized. We also find that we are having a lot of complaints since the weather has warmed up on your hams, account of being soft, and on shipments to country points several lots have soured, have become skippered, and have given us considerable trouble.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "M"—Wit.—Miller. 3/3/21 LCA.

2388 Federal Trade Commission
vs.
Swift & Co.

Commission Exhibit 120.

Docket No. 453
Exhibit No. 120
Date: March 21, 1921.
Reporter: Kehoe

August 9th, 1917.

Andalusia:—

We notice that Moultrie Packing Co. is making a very general price of 20½c on pure lard, and is selling 30 day contracts on this basis.

Your quotation is 22c which we have taken the liberty of shading to 21½c. You can appreciate that it is out of the question for us to do much business on practically the same lard at such a difference in price.

If you can give us any relief please do so.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "N"—Wit.—Miller 3/3/21 L. C. Algee.

on's No. 2389 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 121
Date: March 21, 1921
Reporter: Kehoe.

August 16th, 1917.

Andalusia:—

We received your wire of the 13th advising that you did not care to book any regular hams at less than 23c, and that you would have no fresh meat to ship this week.

When do you expect to commence killing again? The demand here is fine for fresh meat, and at good prices. We are looking forward to an enormous demand for all kinds of Packing House products from now on. The Government is turning loose millions of dollars here and this, with a good crop of 25c per lb. cotton, and with the country in prosperous condition anyway, leads us to believe that business is going to be almost unlimited.

Regarding hams. We can appreciate that 23c is low enough basis on the present cost of hogs, but there has been quite a pressure to sell hams on the part of the big Packers. Morris sold his Supreme skd. hams yesterday at 24½c. We may as well admit that it is entirely out of the question for us to get within ½c to 1c per lb. of the Packers best grade, corn fed hams, particularly during the summer. Of course, during the winter it doesn't make so much difference.

We wired you regarding Moultrie's price on lard of 20½c. We later found that he had Swift's authority for booking 30 day shipment at 20½c, and he sold 65,000 lb. on this basis. They then advanced him to 21½c.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "O"—Wit.—Miller 3/3/21 L. C. Algee.

2390 Federal Trade Commission
vs.
Swift & Co.

Commission Exhibit 122.

Docket No. 453
Exhibit No. 122
Date: March 21, 1921
Reporter: Kehoe.

Sept. 12th, 1917.

Andalusia:—

We are enclosing you order for shipment as soon as possible. Understood from your wire that you would not be able to ship this week, and we thought possibly if you had the order in hand you could make shipment the latter part of the week.

The billing on last car just received this morning, and we note that prices billed are somewhat higher than the last quotation we had from you. However, we were able to get an overage from your quotations on pretty well everything. We would like to have you mail us your price list each week as a guide, as we certainly want to meet your ideas on prices.

You will note that on smoked hams we are getting considerably better than your requests. We are pleased to say that smoked meats are moving out very nicely.

The beef you shipped is extremely rough and do not believe we can get more than 10c for it, which we understand will be satisfactory, as it is in line with conversation we had with Mr. Conner a few days since.

In regard pure lard, we could use some 6/10's, 12/5's and 60 lb. tubs very nicely here, so if you have any you might include them in the car, up to two or 3,000 lb.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "P"—Wit.—Miller 3/3/21 Algee.

's No. 2391 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 123
Date: March 21, 1921
Reporter: Kehoe.

Sept. 18th, 1917.

Andalusia Packing Co.,
Andalusia, Ala.

Gentlemen:

We are in receipt of yours of the 13th per GDR regarding selling prices, we note you state that we are showing substantial losses on each consignment closing and that you are invoicing product to us on strict f.o.b. Andalusia basis.

It has always been customary for the Andalusia plant to bill us on basis of selling prices Atlanta, including commission and freight.

In looking up our records we find that there has only been three consignments made since the new management took over the plant, viz., No. 67 which we note is closing out about $15.00 over invoice price; No. 68 which has just arrived, having been in transit since August 28th; and No. 69 on which we have not figured closing. It would appear that you were figuring on consignments which were shipped prior to change of ownership.

We have before us your price list of Sept. 8th, which prices we understand to be delivered Atlanta, and, of course, include brokerage, and we sold a good part of consignment 69 on basis of this price list before we received your invoice which was dated the 10th, although shipment was made on the 8th.

We note your price list of the 8th quotes skinned shoulders 20½c, your invoice 21c; pork loins, price list 26½c, invoice 27c; pigs, price list 20½c, invoice 21c; fresh hams, price list 22½c, invoice 23c; etc.

We do not understand how prices on your invoice can mean f.o.b. Andalusia, freight and commission to be added, while practically every price is ½c over your selling quotations.

In regard beef which you shipped in this car, Mr. Conner advised us over the telephone that these canners could be sold 10 to 10½c. At any rate, it was certainly as much
2392 as they would bring, as there was nothing to them.

On skinned hams we were able to get 25c and better

for most of them, although we understood 24c to be your selling price.

There is evidently some misunderstanding somewhere in the way you billed this car out. We would like to have you go into this fully and advise us on what basis future shipment will be invoices.

We would also like to have you send us each Saturday a price list for our guidance. Said price list to, of course, include freight and commission. This is necessary because we made sales ahead against cars shipped, and in case of changes in prices we would be posted on Monday and would know just how to handle.

Awaiting your further advice, we are

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM/C

Identification "Q"—Wit.—Miller 3/3/1921 LCA

2393 Federal Trade Commission
vs.
Swift & Co.

Commission Exhibit 124.

Docket No. 453
Exhibit No. 124
Date: March 21, 1921.
Reporter: Kehoe.

Sept. 22nd, 1917.

Andalusia Packing Co.,
Andalusia, Ala.

Gentlemen:

We hope you will be able to make us up a car for shipment Tuesday of fresh pork hams, pork loins, pigs, skinned shoulders, spareribs, a little lard in 60 lb. tubs and 6/10's, and up to 40 cases each smoked, skinned and regular hams. Ship half of the skinned and half the regular hams unwrapped.

Please wire us what you are shipping.

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM/C

Identification "R"—Wit.—Miller 3/3/21. Algee.

2394 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 125
Date: March 21, 1921
Reporter: Kehoe.

Sept. 24th, 1917.

Andalusia:—

We acknowledge receipt of yours of the 22nd per GBR regarding your basis of billing. There seems to have been a general misunderstanding.

As we understand it now, prices on list which you are sending us are supposed to be cost f.o.b. Andalusia, the same as Swift's regular green list to Branch Houses. It has been customary heretofore for Andalusia Packing Co. to send us this list as selling basis, including our commission and freight.

Now that the matter is fully understood we will be governed accordingly on future cars. However, the cars received today will show some sales which will net you less than your list, for the reason that we made up our price list and made sales against your last week's quotations, which, as stated, we understood to be the selling price.

May say that it is customary with pretty well all shippers to quote brokers a selling price, including commission, etc. Of course, it is as broad as it is long,—simply a matter of our understanding your method of billing.

We note your quotation on pure lard 25½c net to you, f.o.b. Andalusia. We note Moultrie's selling price on this lard is 24½c to 25c, making our quotation very much higher.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "S"—Wit.—Miller 3/3/21 LCA.

2395 Federal Trade Commission
vs.
Swift & Co.

Commission Exhibit 126 and

Docket No. 453
Exhibit No. 126
Date: March 21, 1921
Reporter: Kehoe.

Oct. 4th, 1917.

Andalusia:—

We are in receipt of your wire in which you state you are unable to ship our order of Sept. 27th account of not having sufficient assortment. When do you figure that you are going to start killing enough hogs and accumulating enough smoked meats and lard to take care of our orders? We have several thousand pounds of smoked hams sold now at 26 to 27c, as well as considerable quantity at lower prices. The demand is very good on both provisions and fresh pork, and we would like very much to get very liberal shipments. Will appreciate it if you will write us and tell us just what you think you will be able to do.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification "T"—Wit.—Miller 3/3/21 LCA.

2396 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 127
Date: March 21, 1921
Reporter: Kehoe.

Oct. 15th, 1917.

Andalusia:—

Replying to yours of the 12th per Mr. Rogers regarding sale to J. G. Cato of 5,000 lb. smo. reg. hams at 23c, we hand you herewith our entire file from which you will note that the order was accepted, and a part of it was shipped.

When do you think that you will be able to make shipment of regular hams again? We would dislike to ship skinned

hams on this contract, and we do not think it will be necessary provided we could get the regulars sometime in the near future.

Regarding our order No. 70, we merely submitted these orders, which were the prices at which our competitors were selling and were in line with your quotation as we understood it. It has been customary right along for Andalusia plant to furnish us selling prices which were on the same blanks that you are now using for cost list. Had you written us right back at the time that you could not accept the orders it would have been entirely all right, but in the absence of any advice from you, we naturally figured that you shipped the lard as ordered, and so advised our trade.

If you are willing to make shipment of this lard we will waive our brokerage entirely, but both of these concerns are good customers and we do not want to leave them under the impression that the orders were not filled because the market has advanced. Please advise us.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM/C

Identification ',U''—Wit.—Miller. 3/3/21 LCA.

2397 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 128
Date: March 21, 1921.
Reporter: Kehoe.

Oct. 23rd, 1917.

Andalusia:—

We are in receipt of your invoice on 83 pigs. We find White Provision Co. getting 23c today on pigs, also a little easier market on cuts. We have sold quite a good many today at 23 to 23½c. We understood that 23c or over would be satisfactory.

We note your quotation on pork cuts which are about in line with the Western market. Dold is selling fresh pork loins today from the West at 30 to 30½c. In fact, pretty well all the Packers are getting these prices.

Shoulders and pork hams from Moultrie and other South-

ern plants were sold last week at 25 to 26c on shoulders and 26 to 28c on hams.

This for your information.

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM/C

Identification "V"—Wit.—Miller. 3/3/21 Algee.

2398 Federal Trade Commission
vs.
Swift & Co.

Commission's Exhibit 129.

Docket No. 453
Exhibit No. 129
Date: March 21, 1921.
Reporter: Kehoe.

Oct. 23rd, 1917.

Andalusia:—

Car containing pigs came in yesterday and we disposed of about 25 at 23 to 23½c, but we soon found that Swift was making a very general price on Moultrie pigs of 21c, and in some instances as low as 20c, and the result is that we have not been able to move any pigs much today.

White Provision Co. has been getting 23c all the week and we do not understand why the local branch house found it necessary to make a price as low as they have. Their price on cuts is running 29 to 30½c on pork loins, including Western loins, 25 to 26c on skinned shoulders, and 27 to 28c on pork hams.

We are having some good pork weather and the market may firm up a little before the end of the week. If you are in position to ship a small car to reach us Thursday or Friday we will be pleased to have you wire us.

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM:C

Identification "W"—Wit.—Miller. 3/3/21 LCA.

2399 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 130
Date: March 21, 1921
Reporter: Kehoe.

Oct. 23rd, 1917.

Andalusia:—

We are in receipt of yours of the 15th per GDR in which you advise that it will probably be some time before you can make regular shipments, and also that we are to sell nothing for your account except what we have in stock or rolling. We will be governed accordingly.

We note what you say regarding filling outstanding contracts, and we trust that you will ship the few lard orders you have in hand, also that you will ship us 1,000 lb. smoked skinned hams in first car moving as we figure this will take care of all the hams orders we have both regular and skinned, with the exception of the Cato order.

Also ship 25/60's pure lard which will take care of all lard orders.

Yours respectfully,
THE J. W. CLARKE CO., INC.
Pres. & Mgr.

FOM:C

PS.—Also please ship 25/20# lb. net weight pails of lard to take care of orders.

Identification "X"—Wit.—Miller. 3/3/21. LCA

2400 Federal Trade Commission
vs.
Swift & Co.

Docket No. 453
Exhibit No. 131
Date: March 21, 1921
Reporter: Kehoe.

Oct. 24th, 1917.

Andalusia:—

Regret we are forced to put our price down to 22c on pigs

today in order to meet branch house price on car they got in from you. We have heard of them making some prices as low as 21c. However, their general price seems to be 22c.

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM:C

Identification "Y"—Wit.—Miller. 3/3/21 LCA.

2401 Federal Trade Commission
vs.
Swift & Co.

Commission's Exhibit No. 132.

Docket No. 453
Exhibit No. 132
Date March 21, 1921
Reporter: Kehoe.

June 22nd, 1917.

Andalusia:—

We note that you are billing beef this week at 14½c. Regret to say that the beef market here is in very bad shape, i. e., there is a lot of grass cattle similar to what you are shipping coming in, and it is being sold cheap. The packers are getting liberal receipts of beef from Texas.

Swift sold Cash Market 5 very nice, smooth, well covered cattle yesterday at 10c.

Moultrie Packing Co. offered the beef they got in at 10c.

White is asking 12c, but on better grade beef.

Packers are selling a lot of very nice, heavy fronts at 9 to 10c.

We will do the very best we can on this beef, but unless your billing is going to be very much cheaper it is probably best not to ship any more at present. Think we can possibly sell this beef at 12 to 12½c.

Yours respectfully,

THE J. W. CLARKE CO., INC.

Pres. & Mgr.

FOM:C

Identification "Z"—Wit.—Miller. 3/3/21. LCA

ssion's
it No.
referred

2402 COMMISSION'S EXHIBIT No. 133.

Stub book of Florida Nat'l. Bank.
Witness Samuel T. Smith.
Sent to Circuit Court with other physical exhibits.

ssion's
ibits Nos.
139, inc.

2403 (EXHIBITS 134-139, INC.)

Tabulation of Products
Sold to Jefferies Market, Jacksonville, Fla.
By Moultrie Packing Co.

Ex.#	Date	Product	Quantity (lbs.)	Price	Amount
	7-3-17	Pork Loins	216	23½	50.76
134	7-3-17	Pork Hams	101	20½	20.71
	7-3-17	Pork Shoulders	173	20½	35.47
	7-3-17	D.S.Bellies	200	22½	45.00
	7-3-17	Beef Tongues	100	12½	12.50
	7-10-17	D.S.Bellies	200	22½	45.00
135	7-10-17	Beef Tongues	100	12½	12.50
136	7-19-17	Beef Tongues	100	12½	12.50
	7-19-17	D.S. Rib Bellies	200	22½	45.00
	9-11-17	FR PK Loins	100	27	27.00
137	9-11-17	FR PK Hams	732	23	168.36
	9-11-17	FR PK Shoulders	526	22	115.72
	9-13-17	REG. SMO. Hams	207	24¼	50.20
138	9-13-17	SMO SKD HAMS	220	25¼	55.55
	9-17-17	FR PK Shoulders	547	22	120.34
139	9-17-17	FR PK Hams	657	23	151.11
	9-17-17	FR PK Loins	531	27	143.37

2404 EXHIBIT No. 140.

Commission's Exhibit 140.

Docket No. 435.
Witness: Bryce.
March 23, 1921

Statement of Purchases of Swift & Company,
Jacksonville, Fla.
From
Moultire Pkg. Co., Moultire, Ga.
Year 1917

Date	Car	Amt.
July 20, 1917		$4958.36
" 27,	Local	79.69
Aug. 2,	No.4346	2230.20
" 10,	No.7671	2464.17
" 13,	Local	102.37
Sept.25,	No.11460	1367.28
" 25,	No.11460	876.33
" 29,	Local	64.00
" 29,	"	2384.09
" 29,	"	5.25
Oct. 9,	No.11460	2008.07
" 17,	No.11460	2398.82
" 17,	No.11460	18.60
" 25,	No.10558	2373.03
" 25,	Local	8.13
" 26,	"	67.10
" 30,	"	7.25
Nov. 1, 1917	"	7.25
" 5, "	"	7.32
" 6, "	"	7.00
" 9, "	No.14185	2784.39
" 12, "	Local	7.25
" 15, "	No.11618	2029.26
" 21, "	Local	7.00
" 23, "	"	7.07
" 23, "	"	141.14
" 27, "	"	7.07
" 27, "	No.10791	2075.09
Dec. 4, "	Local	7.00

EXHIBIT 141.

" 4, "	No.11353	3445.25
" 10, "	Local	7.19
" 13, "	"	7.20
" 12, "	No.10212	3437.07
" 20, "	No.12710	2353.56
" 24, "	No.13483	2289.53

Statement of Purchase of Swift & Company, Jacksonville, Fla., from Moultrie Plant of Swift & Company, Moultrie, Ga. Year 1917.

2405

EXHIBIT No. 142.

Docket No. 453
Witness: Fitzpatrick.
March 23, 1921.

Entries taken from J. F. Fitzpatrick's book which was introduced in evidence as Commission's Exhibit No. 142, at Jacksonville hearing, March 23, 1921.

1917			
April	21	Moultire Packing Co.	$ 32.02
	23	Smith Richardson & Co.	1.69
	23	" " "	4.00
	23	Summerlin & Co.	29.32
	24	Cudahy Packing Co.	1.60
	25	Smith Richardson & Co.	9.88
	26	Moultire Packing Co.	22.84
	26	Smith Richardson & Co.	.91
	26	Cudahy Packing Co.	.95
	26	Cudahy Packing Co.	3.43
	27	Summerlin & Co.	15.45
	27	Smith Richardson & Co.	8.03
	27	Cudahy Packing Co.	4.20
	28	Cudahy Packing Co.	3.05
	28	Cudahy Packing Co.	20.43
	30	Smith Richardson & Co.	2.13
May	1	Cudahy Packing Co.	2.04
	1	Smith Richardson & Co.	9.35
	2	Cudahy Packing Co.	5.58
	2	Moultrie Packing Co.	37.27

	4	Smith Richardson & Co.	1.19
	4	Cudahy Packing Co.	1.80
	5	" " "	7.66
	5	" " "	12.94
	5	Smith Richardson & Co.	10.58
	5	Summerlin & Co.	12.90
	8	Smith Richardson & Co.	3.85
	9	" " "	10.42
	9	Cudahy Packing Co.	1.72
	9	Moultrie Packing Co.	42.67
	10	Smith Richardson & Co.	4.15
	10	Smith Richardson & Co.	2.08
	12	Summerlin & Co.	9.44
	12	Smith Richardson & Co.	14.83
	12	" " "	5.17
	16	" " "	5.81
	16	Moultrie Packing Co.	43.25
	16	" " "	3.24
2406			
May	17	Smith Richardson & Co.	$ 4.86
	18	" " "	1.56
	19	Summerlin & Co.	7.52
	19	Kingan & Co.	8.60
	19	Smith Richardson & Co.	2.92
	21	" " "	1.67
	22	Summerlin & Co.	7.84
	22	Moultrie Packing Co.	21.80
	22	Smith Richardson & Co.	3.25
	23	" " "	4.82
	23	Kingan & Co.	2.59
	23	Moultrie Packing Co.	13.74
	24	Smith Richardson & Co.	4.86
	24	Kingan & Co.	5.06
	25	Kingan & Co.	8.86
	25	" "	13.88
	25	Smith Richardson & Co.	.98
	26	" " "	1.28
	28	" " "	6.04
	29	" " "	1.32
	30	Kingan	12.00
	30	Smith Richardson & Co.	1.44
	30	" " "	3.06

	30	Moultrie Packing Co.	37.72
	30	" " "	19.87
	31	Smith Richardson & Co.	12.78
June	1	Kingan & Co.	4.35
	1	" "	6.15
	2	Smith Richardson & Co.	4.69
	4	" " "	3.62
	5	Kingan & Co.	6.44
	6	" "	3.58
	6	" "	5.00
	6	Smith Richardson & Co.	3.88
	7	Kingan	2.40
	8	Smith Richardson & Conroy	4.87
	9	Kingan & Co.	4.87
	9	Smith Richardson & Co.	4.20
	9	Smith Richardson & Conroy	4.01
	9	Summerlin & Co.	10.08
	9	Moultrie Packing Co.	33.87
	12	Smith Richardson & Conroy	2.06
	13	" " "	.72
	13	Kingan & Co.	6.32
	14	Moultrie Packing Co.	32.24
	14	Smith Richardson & Conroy	4.20
	14	Kingan & Co.	5.07
	15	Smith Richardson & Conroy	5.45
	16	" " "	3.40
	16	" " "	1.86
	16	Kingan & Co.	8.94

2407

June	18	Smith Richardson & Conroy	$ 1.61
	18	Kingan & Co.	1.70
	19	Moultrie Packing Co.	32.24
	19	Smith Richardson & Conroy	3.01
	20	Kingan	3.82
	21	Moultrie Packing Co.	23.38
	21	Smith Richardson & Co.	8.30
	22	Kingan & Co.	8.33
	22	Smith Richardson & Conroy	11.34
	22	" " "	1.40
	23	" " "	2.40
	23	" " "	7.75

	23	Kingan & Co.	3.29
	23	" "	4.05
	23	" "	3.65
	25	" "	5.00
	25	Smith Richardson & Conroy	4.07
	26	Kingan & Co.	4.00
	26	" "	5.50
	26	Smith Richardson & Conroy	1.68
	27	" " "	4.00
	27	" " "	1.60
	28	" " "	1.86
	28	" " "	4.93
	28	Kingan & Co.	3.70
	29	" "	4.21
	30	Smith Richardson & Conroy	11.11
	30	" " "	2.99
	30	Kingan & Co.	25.89
July	2	Smith Richardson & Conroy	1.68
	2	Kingan & Co.	1.70
	3	" "	8.82
	3	Smith Richardson & Conroy	6.75
	5	Moultrie Packing Co.	20.25
	5	Smith Richardson & Conroy	8.11
	5	Kingan & Co.	3.58
	5	Smith Richardson & Conroy	2.24
	6	Kingan & Co.	5.85
	6	Smith Richardson & Conroy	1.25
	7	Kingan & Co.	18.68
	7	Smith Richareson & Conroy	110.27
	9	Kingan & Co.	3.25
	9	Smith Richardson & Conroy	1.32
	9	" " "	4.93
	10	Kingan & Co.	3.99
	10	" "	6.66
	11	Smith Richardson & Conroy	5.23
	11	Kingan & Co.	7.60
	12	Moultrie Packing Co.	16.18
	12	" " "	7.41
	12	Smith Richardson & Conroy	3.16

2408

July	12	Kingam & Co.	$ 1.88
	13	Smith Richardson & Conroy	3.79
	14	Kingan & Co.	8.99

	14	Smith Richardson & Conroy	6.00
	14	" " "	3.93
	14	Kingan & Co.	8.79
	16	" "	1.55
	16	Smith Richardson & Conroy	1.76
	16	" " "	2.00
	17	" " "	3.57
	17	Kingan & Co.	17.48
	18	Smith Richardson & Co.	7.59
	19	Moultrie Packing Co.	21.82
	19	Kingan & Co.	5.06
	19	" "	3.98
	20	Smith Richardson & Conroy	13.91
	20	" " "	1.80
	20	" " "	1.32
	20	" " "	1.80
	21	Kingan & Co.	11.40
	23	" "	4.10
	23	Smith Richardson & Conroy	5.83
	23	" " "	1.36
	24	" " "	3.26
	25	" " "	1.70
	25	Kingan & Co.	10.33
	26	" "	7.68
	27	" "	4.20
	28	N. Farris	1.54
	28	Smith Richardson & Conroy	1.99
	28	Kingan & Co.	22.30
	28	Summerlin & Co.	6.58
	30	Kingan & Co.	12.27
Aug.	1	N. Farris	2.20
July	19	Smith Richardson & Co.	1.44
Aug.	1	Kingan & Co.	1.88
	1	Smith Richareson & Conroy	1.48
	1	" " "	1.82
	3	N. Farris	1.75
	2	Kingan & Co.	8.98
	3	" "	2.00
	4	Smith Richardson & Conroy	2.59
	4	Kingan & Co.	2.68
	4	N. Farris	12.50
	4	Kingan & Co.	12.48
	4	Smith Richardson & Conroy	4.10
	4	Kingan & Co.	6.42

	6	Kingan & Co.	1.82
	6	" "	1.80
	7	Smith Richardson & Conroy	4.49
2409			
Aug.	8	N. Farris	$ 1.75
	8	" "	1.80
	8	" "	.90
	8	Kingan & Co.	5.22
	9	N. Farris	2.56
	10	Smith Richardson & Conroy	1.69
	10	" " "	6.06
	10	N. Farris	2.42
	11	Smith Richardson & Co.	9.56
	11	N. Farris	23.54
	11	Kingan & Co.	6.75
	11	Summerlin & Co.	18.64
	13	Smith Richardson & Conroy	1.35
	14	Kingan & Co.	3.59
	14	N. Farris	1.87
	15	" "	1.80
	15	Kingan & Co.	4.30
	16	Kingan & Co.	2.78
	16	Smith Richardson & Conroy	4.3[illegible]
	17	N. Farrsi	3.94
	17	" "	.85
	17	Smith Richardson & Co.	1.86
	18	" " " Conroy	13.03
	18	Kingan & Co.	6.60
	18	N. Farris	14.48
	18	Smith Richardson & Conroy	2.65
	20	Summerlin & Co.	24.78
	20	Smith Richardson & Conroy	.98
	20	Kingan & Co.	5.40
	21	N. Farris	2.48
	21	" "	2.00
	21	Smith Richardson & Conroy	5.74
	22	N. Farris	5.22
	23	" "	8.26
	23	Smith Richardson & Conroy	2.38
	24	" " "	6.28
	24	Kingan & Co.	14.57
	25	N. Farris	20.64
	25	Kingan & Co.	1.60

	25	N. Farris	5.60
	25	Kingan & Co.	6.49
	27	N. Farris	1.20
	28	Kingan & Co.	3.34
	28	N. Farris	4.64
	29	Kingan & Co.	3.87
	29	N. Farris	2.77
	30	" "	2.55
	31	Smith Richardson & Conroy	8.34
	31	Wilson & Co.	8.40
	31	N. Farris	2.00
2410			
Sept.	1	N. Farris	$ 2.00
	1	Kingan & Co.	18.38
	1	Farris	13.32
	1	Smith Richardson & Conroy	7.43
	3	N. Farris	1.20
	3	Wilson & Co.	8.80
	4	Smith Richardson & Conroy	1.45
	4	Kingan & Co.	10.09
	5	N. Farris	1.80
	5	" "	2.81
	6	N. Farris	2.25
	6	Kingan & Co.	1.90
	7	N. Farris	1.72
	7	Smith Richardson & Co.	6.28
	8	N. Farris	7.74
	8	Smith Richardson & Co.	7.37
	8	Wilson & Co.	9.19
	8	Kingan & Co.	10.95
	10	Farris	1.68
	11	Kingan & Co.	9.62
	11	Smith Richardson & Co.	2.48
	11	N. Farris	1.00
	12	Summerlin & Co.	34.18
	12	Smith Richardson & Conroy	7.43
	12	N. Farris	1.76
	12	Wilson & Co.	8.23
	13	Moultrie Packing Co.	10.08
	13	Kingan & Co.	11.00
	13	Smith Richardson & Co.	1.80

2411 (EXHIBITS 143–145, INC.)

Commission's Exhibits 143-145

Tabulation of Products
Sold to Vinzant Bros., Main St., Jacksonville, Fla.
By Moultrie Packing Co.

Ex.#	Date	Product	Quantity (lbs.)	Price	Amount
	5–9–17	Pork Loins	54	23½	12.69
143	5–9–17	Smo. Reg. Hams	86	23½	20.21
144	5–15–17	Pork Loins	57	23½	13.40
145	5–22–17	Fr. Pk. Loins	53	23½	12.46

2412 (EXHIBITS 146 AND 147)

Commission's Exhibits 146 and 147

Tabulation of Products
Sold to Vinzant Bros., Jacksonville, Fla.
By Swift & Company.

Ex.#	Date	Product	Quantity (lbs.)	Price	Amount
	10–4–17	Pk. Hams (Moultrie)	22	26	5.72
146	10–4–17	Pk. Shoulders (Moultrie)	12	24	2.88
	10–5–17	Veal Front	32	15	4.80
147	10–5–17	Moultrie Pork Hams	15¼	26	3.97

Comm. Ex. 148

63-5

6

Florida National Bank

No. 297 JACKSONVILLE, FLORIDA, June 6 1917

PAY TO THE ORDER OF Moultrie Banking Co. (NO-PRO) $12

Twelve 40/100 DOLLARS

FOR FIVE HUNDRED DOLLARS

PAY TO THE ORDER OF
Moultrie Banking Company
Moultrie Packing Company

PAY TO THE ORDER OF
ANY BANK, BANKER OR TRUST CO.
Prior Endorsements Guaranteed
JUN 6 1917
MOULTRIE BANKING CO.
64-200 Moultrie, Ga. 64-200
M. L. LEE, Cashier.

JUN 8

ATLANTIC NATIONAL BANK
JACKSONVILLE, FLA.

Pay to the order of any Bank, Banker or Trust Co.
Prior Endorsements Guaranteed
Atlantic National Bank
Jacksonville, Fla.

Pay to the order of any Bank, Banker or Trust Co.
Prior Endorsements Guaranteed
Florida National Bank
Jacksonville, Fla.

4439

2414 (EXHIBITS 149-165, INC.)

Commission Exhibits 149-165.

Tabulation of Products
Sold to Cooke & Weeks, Jacksonville, Fla.
By Moultrie Packing Co.

Exhibit #	Date	Product	Quantity	Price	Amount
	1-3-17	Pork Loins	64	15½	9.92
	1-3-17	Pork Hams	63	15½	9.77
149	1-3-17	Pork Shoulders	24	12½	3.00
	1-3-17	Spare Ribs	15	12	1.80
	1-3-17	Franks	10	13½	1.35
	1-3-17	Dressed Pig	60	11	6.60
	1-10-17	Dressed Pig	59	11	6.49
	1-10-17	Pork Loins	70	15	10.50
150	1-10-17	Spare Ribs	15	12	1.80
	1-10-17	Pork Hams	44	15	6.60
	1-10-17	Pork Shoulders	30	12	3.60
	1-10-17	Frankforts	10	13½	1.35
	1-17-17	Pig Nice and Lean	71	11	7.81
151	1-17-17	Fr. Pk. Loins	71	16½	11.72
	1-17-17	Fr. Pk. Hams	39	16	6.24
	1-17-17	Spare Ribs	15	12	1.80
	1-17-17	Fr. Pk. Shoulders	34	12½	4.25
	1-17-17	Frankforts	10	13½	1.35

2415

(Ex. 149-165, inc., continued)

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
152	1-22-17	Fr. Pk. Loins	62	16½	10.23
	1-24-17	Dressed Pig	85	11	9.35
	1-24-17	Pork Loins	73	16½	12.05
153	1-24-17	Pork Hams	32	16	5.12
	1-24-17	Pork Shoulders	39	12	4.68
	1-24-17	Spare Ribs	15	12	1.80
	1-24-17	Frankforts	10	13½	1.35
	1-29-17	Fr. Pk. Loins	55	16½	9.08
154	1-29-17	Spare Ribs Out		12	
	1-30-17	Pig Lean	72	11	7.92
	1-30-17	Fr. Pk. Loins	54	17	9.18
155	1-30-17	(Short Cut Fr. Pk. (Hams. Must be small	34	16	5.44
	1-30-17	Fr Pk Shoulders	24	13	3.12
	1-30-17	Spare Ribs	15	12½	1.88
	2-5-17	Pork Loins	69	17	11.73
156	2-5-17	Spare Ribs Out, sorry		12½	

2416

(Ex. 149-165, inc., continued)

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
	2-17-17	Pork Hams	37	16	5.92
	2-17-17	Pork Shoulders	41	13	5.33
157	2-17-17	Spare Ribs	15	12½	1.88
	2-17-17	Pork Loins	80	17	13.60
	2-17-17	Dressed Pig	46	11	5.06
158	2-26-17	Fr. Pk. Loins	60	19	11.40
159	3-10-17	Pork Loins	60	20	12.00
	3-13-17	Fr. Pk. Loins	72	20	14.40
160	3-13-17	Fr. Pk. Hams	26	17	4.42
	3-13-17	Fr. Pk. Shoulders	45	15	6.75
161	3-19-17	Pork Loins	20	21	4.20
	3-21-17	Fr. Pk. Loins	70	21	14.70
162	3-21-17	Fr. Pk. Hams	30	17	5.10
	3-21-17	Fr. Pk. Shoulders	40	15	6.00
163	3-26-17	Pork Loins	61	21½	13.12

2417

(Ex. 149-165, inc., continued.)

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
	2-28-17	Fr. Pk. Loins	76	19	14.44
164	2-28-17	Fr. Pk. Shoulders	25	14	3.50
	2-28-17	Fr. Pk. Hams	26	16	4.16
	2-28-17	Spare Ribs	15	15	2.25
	3-27-17	Pork Loins	71	22	15.62
	3-27-17	Pork Hams	35	18	6.30
165	3-27-17	Pork Shoulders	40	16	6.40
	3-27-17	Smo. Reg. Hams	25	20½	13
	3-27-17	Spare Ribs	10	16½	1.65

ion's
its Nos.
82, Inc.

2418 (EXHIBITS 166-182, INC.)

Tabulation of Products
Sold to Cooke & Weeks, Jacksonville, Fla.
By Moultrie Packing Co.

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
	4-2-17	Reg. Smo. Hams	65	20½	13.33
166	4-2-17	Fr. Pk. Loins	64	22	14.08
	4-3-17	Fr. Pk. Loins	71	22	15.62
	4-3-17	Fr. Pk. Hams	34	18½	6.29
167	4-3-17	Fr. Pk. Shoulders	32	16½	5.28
	4-3-17	Reg. Smo. Hams	81	20½	16.61
	4-3-17	Spare Ribs	10	16	1.60
	4-3-17	Pig Lean	63	15	9.45
	4-18-17	Pork Loins	71	23	16.33
168	4-18-17	Pork Hams	25	19½	4.88
	4-18-17	Pork Shoulders	57	17½	9.98
	4-18-23	Spare Ribs	10	17	1.70
	4-18-23	Reg. Smo. Hams	101	23	23.23
	4-9-17	Fr. Pk. Loins	77	22	16.94
169	4-9-17	Fr. Pk. Hams	32	18½	5.92
	4-9-17	Fr. Pk. Shoulders	27	16½	4.46
	4-9-17	Reg. Smo. Hams	120	21	25.20
	4-9-17	Spare Ribs	10	16½	1.65
	4-9-17	Pig Lean	48	15	7.20

2419

(Ex. 166-182, inc. continued)

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
	4–9–17	Reg. Smo. Hams	52	21	10.92
170		Fr. Pk. Loins	65	22	14.30
	4–16–17	Pork Loins	60	22¾	13.65
171		Spare Ribs	10	17	1.70
172	4–30–17	Reg. Smo. Hams	48	23½	11.28
	5–2–17	Pork Loins	77	23½	18.10
		Pork Hams	19	19½	3.71
173		Pork Shoulders	32	18½	5.92
		Smo. Reg. Hams	102	23½	23.97
		Smo. Picnics	14	17½	2.45
	5–17–17	Reg. Smo. Hams	42	23½	9.87
174		Smo. Picnics	21	17½	3.68
		Fr. Pk. Loins	52	24	12.48
	5–9–17	Fr. Pk. Loins	54	23½	12.69
175		Fr. Pk. Shoulders	31	18½	5.74
		Fr. Pk. Hams	17	19½	3.32
		Reg. Smo. Hams	63	23½	14.81

2420

(Ex. 166-182, inc. continued)

Exhibit #	Date	Product	Quantity (lbs.)	Price	Amount
176	5-14-17	Fr. Pk. Loins	52	23½	12.22
	5-15-17	Fr. Pk. Loins	71	23½	16.69
177		Fr. Pk. Hams	40	19½	7.80
		Fr. Pk. Shoulders	41	18½	7.59
		Reg. Smo. Hams	121	24	29.04
	5-28-17	Fr. Pk. Loins	57	24	13.68
178		Fr. Pk. Hams	61	20	12.20
		Reg. Smo. Hams	108	24	25.92
	5-30-17	Fr. Pk. Loins	60	23½	14.10
		Fr. Pk. Hams	27	20	5.40
179		Fr. Pk. Shoulders	16	19	3.04
		Reg. Smo. Hams	185	24	44.40
180	6-10-17	Fr. Pk. Loins	52	23½	12.22
	6-19-17	Pork Loins	25	23½	5.88
181		Smo. Reg. Hams	160	24	38.40
		Pork Hams	17	20	3.40
	7-3-17	Pork Loins	21	23½	4.94
182		Pork Hams	22	20½	4.51
		Smo. Reg. Hams	123	24	29.52

1447

Schd - A

RECEIVED

SEP 22 1917

2-3-4-5-6-7-8-9-10

SLAUGHTERING AND MEAT PACKING.—SPECIAL REPORT.

Ic 5-05

NOTE.—The word "company," wherever used in this schedule, means corporation, [illegible] as the case may be.

(If additional sheets are necessary to furnish the information required by any of the following questions, they should be given the number of the question to which they apply and attached to this report.)

1. Name of company Andalusia Packing Company
2. Kind of business organization (corporation, partnership, individual, etc.) Corporation
3. Principal business office Andalusia Ala Covington
4. If a corporation, give: (a) State of incorporation Ala Covington
   (b) Exact date of incorporation October 17th 1913.
   (c) Full name and post-office address of officers and directors:

OFFICERS.

Office.	Name.	P. O. Address.
President	T E Henderson	Andalusia Ala
"	J J Johnson	Troy "
Sec & Treasurer	A S Milligan	Andalusia "
	A C Darling	" "

DIRECTORS.

Name.	P. O. Address.
T E Henderson	Andalusia Ala
J J Johnson	Troy "
A S Milligan	Andalusia "
A C Darling	" "
W S Henderson	" "
W E May	Brantley "
W S Nicholas	Opp "
J A Mims	Andalusia "
J M Wilson	" "
C B Ward	Red Level "
E E Rose	Andalusia "
E E Howe	River Falls "

5. If a partnership, give: (a) Date of partnership agreement, Corporation

   (b) Full name and post-office address of each partner:

Name.	Post-office.

FEDERAL TRADE COMMISSION
Docket No. 153 Exhibit No. 143
Commission's Date 12-17-21
Respondent's
Witness Pabst Reporter Mack

Ideal

Witness Henderson March 11, 1921
A. M.

200-1

Ber. Pabst

This Company started in July 1916 but did very little business before Oct 1st

16. Date on which this company's fiscal year closes March 31st 1917 Present Fiscal Year Closing

17. Attach to this report the following statements, for each year of the company's past five fiscal years: 3

(a) True balance sheet.

(b) True itemised profit and loss and income statements. } Attached

(c) True details of changes in surplus account during each fiscal year. None

This report and all attached statements signed this 20th day of September, 1917.

Andalusia Packing Company (Name of company.) By O B Bell Treasurer (Name and position of person signing; to be signed in person.)

200-9

2423

ANDALUSIA PACKING CO.
ANDALUSIA, ALA.
PROFIT AND LOSS STATEMENT.
From start of operations to May 1st, 1917.

PURCHASES			SALES		INVENTORY	
Cattle,	33,417.49		Beef	27,715.26	Beef	1,447.36
Less inventory	1,547.29		Hides	5,912.02	Edible Tallow,	259.20
		31,870.20	Fresh Pork	187,259.23	Fresh Pork	12,777.64
Hogs,	778,734.84		Shipper Pigs	103,388.34	Shipper Pigs	5,014.59
Less inventory	3,996.20		D. S. Pork	229,011.43	D. S. Pork	117,834.17
		794,738.64	Smoke	25,168.92	Smo. "	2,612.98
		826,608.84	Hams	30,905.03	Hams	82,535.93
D. S. Meats purchased,		7,550.00	Lard	122,161.43	Lard	22,645.78
		834,158.84	Sausage	13,332.53	Sausage	76.27
Labor		23,635.98	Pigs Feet	871.85	Pigs Feet	8.00
Operating		11,275.46	Grease	34,179.82	Grease	1,699.38
Repairs		1,217.79	Tankage	4,510.90	Tankage	268.20
Plant Protection		95.00	Hog Hair	1,376.44	Hog Hair	164.00
Supplies used		28,905.46		785,793.20		247,343.50
Freight		27,035.71				78,793.20
Drayage		243.84				
Selling Expense		20,241.20				
Fire Insurance		929.36				
Gen. Administrative Exp.		6,465.01				
Plant Administrative Exp.		3,413.87				
Taxes		483.70				
Interest		12,311.16				
Surplus		62,724.32				
		1,033,186.70				1,033,186.70

See letter of Oct. 9.

2424

PROFIT and LOSS STATEMENT

From start of Operations to May 1, 1917

Cattle and Hogs Purchased	832,152.33	Sales	788,865.71
Less Live Inventory 5/1	5,543.49	Less Claims and allowances	3,072.51
	826,608.84		785,793.20
Products Purchased	7,550.00	Inventory 5/1—	
	834,158.84	Beef products	1,706.56
		Pork "	245,636.94
Labor	23,635.98		
Operating	11,275.46		
Repairs	1,217.79		
Plant protection	95.00		
Supplies used	28,905.46		
Freight	27,035.71		
Drayage	243.84		
Selling Expense	20,241.20		
Fire Insurance	929.36		
Gen. Administrative Exp.	6,465.01		
Plant " "	3,413.87		
Taxes	483.70		
Interest	12,311.16		
Surplus	62,724.32		
	1,033,136.70		1,033,136.70

2425

ANDALUSIA PACKING COMPANY

Andalusia, Alabama.

ASSETS and LIABILITIES
as of May 1st, 1917.

ASSETS:		
Cash on hand	9.00	
" in Banks	44,030.10	
Contingent Fund	10.00	44,049.10
Inventory	261,079.09	261,079.09
Accounts Receivable	90,849.16	
Notes "	900.00	
Suspense Accounts	.....	
Sundry Items	677.09	
Deferred Expenses	2,072.82	94,499.07
Plant and Equipment	142,983.20	
Office furniture and Fixtures	1,314.93	144,298.13
		543,925.39
LIABILITIES:		
Capital Stock	133,250.00	133,250.00
Surplus	62,724.32	62,724.32
Accounts Payable	7,598.52	
Notes "	340,352.55	347,951.07
		543,925.39

2426 MAY 1st.

INVENTORY:	
Live Cattle	1,547.29
Live Hogs	3,996.20
Beef Products	1,706.56
Pork Products	245,636.94
Supplies	8,192.10
	261,079.09
SUNDRY ITEMS:	
Railroad Claims	677.09
DEFERRED EXPENSES:	
Fire Insurance	955.70
Interest	1,117.12
	2,072.82

2427

	Name of Holder	Address	Character of Obligation	Amount	Character of Security
1	O'Neal, Law & Co.	Andalusia, Ala.,	Note	10,420.00—	None.
2	P. N. Hickman	Geneva, Ala.	Note	5,400.00—	"
3	Farmers & Merchants Bank,	Troy, Ala.	"	12,500.00	Personal end.
4	Seaboard National Bank,	New York	"	12,500.00	" "
5	First National Bank	Montgomery, Ala.,	"	10,000.00	" "
6	First National Bank,	" "	"	10,000.00	" "
7	First National Bank,	Andalusia, Ala.,	"	5,300.00	None
8	C. S. O'Neal	" "	"	10,800.00	"
9	First National Bank,	Troy, Ala.,	"	10,000.00	Personal end.
10	First National Bank	" "	"	10,000.00	" "
11	Henry Opp,	Andalusia, Ala.,	"	32,400.00	" "
12	D. H. Morris,	Geneva, Ala.,	"	30,000.00	" "
13	S. B. Milligan,	Andalusia, Ala.,	"	10,000.00	None.
14	First National Bank,	Dozier, Ala.,	"	3,710.00	Personal end.
15	National Bank of Commerce,	Pensacola, Fla.,	"	30,000.00	" "
16	Farmers & Merchants Bank,	Troy, Ala.,	"	12,500.00	" "
17	F. K. Feagin,	Andalusia, Ala.,	"	8,000.00	None.
18	Andalusia Fert. Co.,	" "	"	27,192.55	"
19	Bank of Andalusia,	" "	"	10,000.00	Personal end.
20	Seaboard Nat. Bank,	New York	"	12,500.00	" "
21	Farmers Nat. Bank,	Geneva, Ala.,	"	6,000.00	" "
22	M. E. Donaldson,	Opp, "	"	10,400.00	" "
23	First Nat. Bank,	Enterprise, "	"	12,480.00	" "
24	" " "	Andalusia, "	"	10,400.00	" "
25	Seaboard Nat. Bank,	New York	"	12,500.00	" "
26	First Nat. Bank,	Montgomery, Ala.,	"	10,000.00	" "
27	First " "	Brantley, Ala.,	"	5,500.00	" "
				340,502.55	
				150.00	Interest on Expired Note Charged to Notes Payable in error.
				340,352.55	

2428 Received:
Sept. 22, 1917.
Endorsers of the Notes listed above:

3—A. C. Darling,	Andalusia,	Ala.
T. E. Henderson,	"	"
4—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
5—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
6—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
9—A. C. Darling,	"	"
T. E. Henderson,	"	"
10—A. C. Darling,	"	"
T. E. Henderson,	"	"
11—A. C. Darling,	"	"
T. E. Henderson,	"	"
12—A. C. Darling,	"	"
T. E. Henderson,	"	"
14—A. C. Darling,	"	"
T. E. Henderson,	"	"
15—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
16—A. C. Darling,	"	"
T. E. Henderson,	"	"
A. C. Darling,	"	"
17—T. E. Henderson.	"	"

2429 Endorsers of notes:

20—A. C. Darling	Andalusia,	Ala.
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
21—A. C. Darling,	"	"
T. E. Henderson,	"	"
22—A. C. Darling,	"	"
T. E. Henderson,	"	"
23—A. C. Darling	"	"
T. E. Henderson,	"	"
24—A. C. Darling,	"	"
T. E. Henderson,	"	"
25—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal.	"	"
26—A. C. Darling,	"	"
T. E. Henderson,	"	"
S. B. Milligan,	"	"
O. L. Benson,	"	"
J. L. Knox,	"	"
C. S. O'Neal,	"	"
27—A. C. Darling,	"	"
T. E. Henderson.	"	"

2430 September 24, 1917.

Andalusia Packing Company,
Andalusia, Alabama.

Gentlemen:

The Commission is in receipt of the schedule of slaughtering and packing sent you on August 27th, 1917, and finds that certain information in your report was incomplete.

Question 17 (b), on page 10, calls for itemized profit and loss and income statements. The profit and loss statement should show in detail the profits or losses in each branch or department of your business and the net profit or loss in your entire business. The income statement should show in de-

tail all the sources of income and the amount of income from each source. For example, it should show the dividends received from each corporation in which your company holds stock and the income from various branches and departments of your business, such as hide department, oleo department, dressed beef department, lard department, branch houses, etc. Your books of account undoubtedly show complete details with respect to profit and loss and income, and these details are required.

Your attention is directed to a statement in the National Provisioner of August 11, 1917, to the effect that Swift & Company, of Chicago, Illinois, had purchased your plant. Since your schedule did not make any mention of such a transfer, the Commission desires complete information with regard to this transaction. Kindly state in your report (a) whether the stock or the property, or both, was purchased by Swift & Co., (b) the reasons prompting the sale or transfer, (c) if there was no sale made, give the present and future relations of your company with Swift & Co.

Please find enclosed franked envelope for reply, which should be mailed to this office on or before October 5, 1917.

Very truly yours,

FEDERAL TRADE COMMISSION

By

Secretary.

EFH-v (Enclosures)

2431

F. T. C.
Received Oct. 13, 1917

The First National Bank

J. D. Henderson, Pres. Capital $100,000.00
W. F. Simmins, V. P. Surplus $100,000.00
Fox Henderson, V. P.
T. E. Henderson, Cashier Andalusia, Ala.
C. Bean, Ass't. Cashier

October 10th
1917

Mr. L. L. Bracken, Sec'y.
Federal Trade Commission,
Washington, D. C.

Dear Sir:

Referring to your letter of recent date addressed to the

Andalusia Packing Company with regard to the sale of this stock and in which you ask for the following information:

(b) The reasons prompting the sale or transfer.

Replying thereto beg to advise that the new owners asked us, (the old stockholders) to make them a price on all the capital stock of the corporation and with which request we complied, these negotiations resulting in the sale of the entire stock held by the stockholders prior to July 24th, 1917 to the present owners.

Yours very truly,
(Signed) T. E. HENDERSON (?)
Former President.

teh/b

2432

Andalusia Packing Company
Packers
Andalusia, Alabama

Oct. 9,
1917

(Received
Oct. 12, 1917)

Mr. L. L. Bracken,
Secretary Federal Trade Commission,
Washington, D. C.

Dear Sir:

Replying to your letter of September 24th:

Will say that we are enclosing herewith a more detailed report in connection with question 17-b, page 10.

You will note we have divided our purchases between cattle and hogs, also have divided inventory as to different kinds of products along with Separating our sales as to various products. Previous to two months ago, this concern did not compile loss or gain figures as to various products; therefore, we are compelled to report to you as per this statement.

Referring to last paragraph of your letter with reference to the article in the National Provisioner August 11th: Will say that this plant and business are still operated by the Andalusia Packing Company; however, the ownership has changed hands recently. Have referred to Mr. T. E. Henderson, Cashier of the First National Bank of Andalusia and formerly President of this Company—who with Mr. A. C. Darling, of this city, was the principal shareholder, your

inquiry as to reasons for the sale, and have asked him to reply to you direct.

We trust that this statement along with Mr. Henderson's letter will furnish the desired information.

Yours respectfully,
ANDALUSIA PACKING COMJANY.
Per (Signed) C. B. C.

Acctg. Dept.
CBC:PW

2433 December 24, 1917.

Andalusia Packing Company
Andalusia, Alabama.

Gentlemen:

The Commission requires that information be furnished it relative to the reported transfer of the ownership or control of the Andalusia Packing Co. If such transfer has been made, state to whom the transfer was made, the date of transfer, whether the stock or plant was sold, and the consideration received by the Andalusia Company stockholders therefor.

The Commission requires that this information be mailed to this office on or before January 1st, 1918. Enclosed find a franked envelope for the return of the same.

Very truly yours,
FEDERAL TRADE COMMISSION
By
Secretary

GAS-B
Enclosure

2434 December 24, 1917.

Andalusia Packing Company,
Andalusia, Alabama.

Gentlemen:

The Commission requires that information be furnished it relative to the reported transfer of the ownership or control of the Andalusia Packing Co. If such transfer has been made, state to whom the transfer was made, the date of transfer, whether the stock or plant was sold, and the consideration received by the Andalusia Company stockholders therefor.

The Commission requires that this information be mailed

to this office on or before January 1st, 1918. Enclosed find a franked envelope for the return of the same.

Very truly yours,
FEDERAL TRADE COMMISSION
By
Secretary.

GAS-B
Enclosure.

2435

Federal Trade Commission
Received
Jan. 17 1918

Union Stock Yards,
Chicago, Ill.,
January 11, 1918.

Federal Trade Commission,
L. L. Bracken, Secretary,
Washington, D. C.

Gentlemen:

Your letter of December 24th, 1917, per GAS, addressed to the Andalusia Packing Company, Andalusia, Ala., was not received by them until December 29th and there has been some delay in correspondence between that office and Chicago, which is the occasion of the delay in replying to your letter.

The stock of Andalusia Packing Company was transferred July 24, 1917, to the following named individuals in the amounts shown opposite their names:

T. E. Henderson	100	shares
T. H. Ingwersen	820	"
G. D. Rogers	100	"
H. C. Carr	820	"
W. B. Traynor	825	"
	2665	

which are all of the shares issued and outstanding. The stock is held for the benefit of Swift and Company.

I understand that the old stockholders received a consideration of $70. per share.

Yours very truly,
ANDALUSIA PACKING COMPANY
(Signed) C. A. PEACOCK,
Secretary.

1463

DOCKET DIVISION FILE
F.T.C. v. Swift & Co.
File No. 9-101-2-2

Duplicate

RECEIVED

NOV 3 1917

3

FEDERAL TRADE COMMISSION.
WASHINGTON.

File No. Sch 5 B-

FOOD INVESTIGATION.

SPECIAL REPORT.

SLAUGHTERING AND MEAT PACKING.

SCHEDULE B.

Andalusia Pkg. Co.

STATISTICAL STATEMENT.

The information required by this report is ordered to be furnished pursuant to the power of the Commission under subdivision (b) of section 6 of the Federal Trade Commission Act.

This report must be mailed to the FEDERAL TRADE COMMISSION, WASHINGTON, D. C.,

on or before Nov - 5, 1917.

PENALTIES.

Failure to mail this report within the time required will subject the corporation to a forfeiture of the sum of $100 for each and every day of the continuance of such failure. (Section 10, Federal Trade Commission Act.)

Any person who shall willfully make or cause to be made any false entry or statement of fact in this report shall be subject to a fine of not less than $1,000 nor more than $5,000, or to imprisonment for a term of not more than three years or to both such fine and imprisonment. (Section 10, Federal Trade Commission Act.)

VERIFICATION.

The accuracy of any statement made in this report will be verified by the Commission in its discretion.

201-1
Odert
4 A-23
Witness Hearden
March 11, 1921
R.M.

Federal Trade Commission
Com'r's Comp'r's Dep't's
Rep'r's Pres't's Inv'r's
Ex. No. 38
Docket No. 152 (Temp. July 25 1921)
Witness J. L. Hartman
Reporter J. E. McRae

1465

RECEIVED

2-3-4-5-6-7-8-9-10

SLAUGHTERING AND MEAT PACKING.—SPECIAL REPORT.

NOTE.—The word "company," wherever used in this schedule, means corporation, partnership, or individual, as the case may be.

(If additional sheets are necessary to furnish the information required by any of the following questions, they should be given the number of the question to which they apply and attached to this report.)

1. Name of company Andalusia Alabama

2. Form of business organization (corporation, partnership, individual) Corporation

3. Principal business office Andalusia Ala

4. List all slaughtering plants operated by this company, or by any of its subsidiary or affiliated companies, with location, hourly slaughtering capacity, and, if leased, name and address of owner:

Name and location of plant.	Slaughtering capacity per hour.				If leased, name and address of owner.
	Cattle.	Calves.	Hogs.	Sheep.	
Andalusia Pkg Co	5	—	45	—	

201-2

1467

3

Name of company Andalusia Packing Co

Address Andalusia Ala

8. Attach a statement to this report showing separately for each slaughtering plant operated by this company, or by any of its subsidiary or affiliated companies, the following statistics for the past five calendar years and for the first six months of 1917. (Give actual total numbers, quantities, and amounts, not average or per head figures.) If more than one plant is operated enter data for additional plants on separate sheets and attach.

LOCATION OF PLANT Andalusia Ala

ITEM.	CALENDAR YEAR. 1912.	1913.	1914.	1915.	1916. (Packing season of 9 mo.)	Jan. 1 to June 30, 1917.
Dressed beef cattle:					1	1
Number slaughtered					01	527
Total live weight					14165	432192
Total live cost					674.92	28666.61
Total dressed weight					6726	1895.23
Pounds of carcass beef sold					3313.	189875
Gross receipts from carcass beef					280.92	22923.53
Other cattle:						
Number slaughtered						
Total live weight						
Total live cost						
Total dressed weight						
Calves:						
Number slaughtered						
Total live weight						
Total live cost						
Total dressed weight						
Pounds of veal sold						
Gross receipts from veal						
Hogs:						
Number slaughtered					31439	26498
Total live weight					4715296	4102317
Total live cost					396537	402795.26
Total dressed weight					3965341	291469.2
Sheep and lambs:						
Number slaughtered						
Total live weight						
Total live cost						
Total dressed weight						

Statement of re... [illegible] ...ferent items to witnesses.

FEDERAL TRADE COMMISSION

4 [illegible]

Docket No. 453 Exhibit No. 15

Commission's Exhibit Grasso 3/4

Defendant's

Witness Holt Reporter Brady

201-41

Name of company Andalusia Packing Co

Address Andalusia Ala

7. Quantity of lard, oleomargarine, butterine, lard compounds, and lard substitutes produced at each plant operated by this company, or by any of its subsidiary or affiliated companies, quantity sold, and gross receipts from sale for past five calendar years and for first six months of 1917. If more than one plant is operated enter data for additional plants on separate sheets and attach.

Location of Plant Andalusia Ala

ITEM.	CALENDAR YEAR. 1912.	1913.	1914.	1915.	Year beginning July 1st 1916.	Jan. 1 to June 30 1917.
Lard:						
Pounds produced					383774	524293
Pounds sold					219507	514973
Gross receipts from sale [1]					34586.27	87737.09
Oleomargarine:						
Pounds produced						
Pounds sold						
Gross receipts from sale [1]						
Butterine:						
Pounds produced						
Pounds sold						
Gross receipts from sale [1]						
Lard compounds and lard substitutes:						
Pounds produced						
Pounds sold						
Gross receipts from sale [1]						

cond 1 1/2 Tw 37 11

FEDERAL TRADE COMMISSION
No.
Docket No. 453 Exhibit No. 187
Commission's Date June 21 1918
Defendant's
Witness Dale Reporter Brady

[1] Statement of gross receipts should not include discounts or rebates.

201-6

1471

3

Name of company Andalusia Packing Co.

Address Andalusia Ala.

10. Give the total number of pounds of the commodities named in the headings below on hand on the dates indicated. Figures must include stocks of this company and of all subsidiary and affiliated companies.

Date.	Frozen beef.	Smoked hams and bacon.	Dry salt pork.	Pickled pork.	Lard.	Lard compounds and substitutes.	Hides.
1916.							
January 31	No record made of stock on hand						
February 29							
March 31							
April 30							
May 31							
June 30							
July 31							
August 31							
September 30							
October 31							
November 30							
December 31	None	13901	888189	336692	164267	None	None
1917.							
January 31			No Record				
February 28							
March 31							
April 30	None	18758	222020	204289	30911	None	47042
May 31			No record				
June 30							
July 31							

FEDERAL TRADE COMMISSION
vs.

Docket No. 453 Exhibit No. 197
Commission's Date June 4, 1918
Defendant's
Witness Colt Reporter Mady

201 - 7

Name of company Andalusia Pkg Co

Address Andalusia Ala

19. If this company, or any of its subsidiary or affiliated companies, depends on others for refrigerator cars, state fully how such cars are furnished, by whom and on what terms. If you have any difficulty in securing cars or if, in your judgment, terms and conditions or any practices are unreasonable, state the facts fully. (Use separate sheet of paper and attach.)

20. If you, or any of your subsidiary or affiliated companies, operate private cars but do not operate icing stations, state fully under what conditions and upon what terms icing is done for you and by whom. If in your judgment terms and conditions or any practices are unreasonable, state the facts fully. (Use separate sheet of paper and attach.)

21. If this company, or any of its subsidiary or affiliated companies, sells any of its products through its own branch houses or through subsidiary or affiliated companies or branch houses of the same, attach a list of all such branch houses, giving separately for each the following information: (a) Name and location; (b) total pounds of fresh meat sold during past fiscal year, also total pounds of (c) cured meat, (d) poultry, (e) butter, (f) cheese, and (g) total dozens eggs sold during same period at each such branch house. Also attach a list of all other products sold through branch houses. None See attached

22. If any manufacturing or packing (such as smoking meats, slicing and packing meats, etc.) is done in any of the branch houses listed under Question 21 or in connection with any of them, state the nature and extent of such manufacturing or packing as to each branch house where it is carried on. (Use separate sheet and attach.)

23. If this company does not sell its products through branch houses, or sells only in part through branch houses, state fully the method of selling its various products, as through brokers, to wholesalers, etc. (Use separate sheet and attach.)

This report and all attached statements made and signed this 5th day of October 1917.

Andalusia Packing Co. By O B Coe Treasurer

(Name of corporation.) (Name and position of person signing; to be signed in person.)

201-10

2442 Question 19:
We depend on Swift & Company Refrigerator Transportation Company and the Railroads for cars for which there is no charges. We have no difficulty in securing cars and have no complaint to make.
2443 Question 20:
None.
2444 Question 21:
No branches.
2445 Question 22:
No branches.
2446 Question 23:
Sell products by own salesman to wholesalers and retailers and also sell various products through brokers.

2447 Andalusia Packing Company
Packers
Andalusia, Alabama.
Phone 96 Oct. 23,
1917.

Hon. L. L. Brackin,
Sec'y Federal Trade Commission,
Washington, D. C.
Dear Sir:
Replying to your favor of October 18th:
Wish to advise that we mailed you on October 6th in the envelope furnished us by you Schedule B. If up to date you have not received same, please send us another blank and we will fill in figures as originally reported.

Yours respectfully,
ANDALUSIA PACKING COMPANY.
Per CBC

Acctg. Dept.
CBC:PW

2448 October 27, 1917.

Andalusia Packing Company
Andalusia, Alabama.
Gentlemen:
The Commission is in receipt of your letter of October 23rd and notes you advise that Schedule "B", Slaughtering and Meat Packing, was mailed October 6th, but the Commission has not received the same to date. Enclosed find duplicate schedule.

The Commission requires that you give the data asked for on each page of Schedule "B" or answer all questions on each page, stating such data is not available and give sufficient reasons. Mail the same in on or before November 5th, 1917.

Enclosed find franked envelope for your reply.

Yours very truly,

FEDERAL TRADE COMMISSION

By

Secretary

TJH-B
Encls.

October 27, 1917.

Andalusia Packing Company
Andalusia, Alabama.

Gentlemen:

The Commission is in receipt of your letter of October 23rd and notes you advise that Schedule "B", Slaughtering and Meat Packing, was mailed October 6th, but the Commission has not received the same to date. Enclosed find duplicate schedule.

The Commission requires that you give the data asked for on each page of Schedule "B" or answer all questions on each page, stating such data is not available and give sufficient reasons. Mail the same in on or before November 5th, 1917.

Enclosed find franked envelope for your reply.

Yours very truly,

FEDERAL TRADE COMMISSION

By

Secretary

TJH-B
Encls.

ion's
it No.

2449

Swift & Company
Union Stock Yards
Chicago, Illinois

Docket No. 453
Exhibit No. 186
Date June 3, '21
Witness Chaplin

—Statement of investment entries in connection with the acquisition of Moultrie Packing Company capital stock.

—Cash binders destroyed when the Company's time limit for maintaining such records had been reached.
—Transactions reflected on Swift & Company's books as follows:

June 29th, 1917				
Cash Entry Purchased	928 shares	@ $125 per share		$116,000.00
Aug. 16th, 1917				
Cash Entry Purchased	20 "	@ $125 "	"	$ 2,500.00
Nov. 14th, 1917				
Cash Entry Purchased	8 "	@ $125 "	"	$ 1,000.00
Nov. 5th, 1917				
Journal Entry Contracted	10 "	@ $125 "	"	$ 1,250.00*
Grand Total Investment Record Entries covering the above	966 shares			$120,750.00

*Purchased Feb. 5th, 1918.

Certified Correct:

.....

General Accountant for Swift & Company.

2450

Docket No.
Exhibit No. 187
Date June 3, 1921
Witness Chaplin

Commission Exhibit 187.

The State of Alabama, Covington County.

Know All Men By These Presents, That for and in consideration of One Dollar and other valuable considerations to the undersigned grantor, Andalusia Packing Company, a corporation organized and existing under the laws of the State of Alabama, in hand paid by Swift and Company, a corporation organized and existing under the laws of the State of Illinois, the receipt whereof is hereby acknowledged, said Andalusia Packing Company does grant, bargain, sell and convey unto the said Swift and Company the following described real estate, to-wit:

First: All that part of the West half (½) of the Northwest quarter (¼) of Section Eighteen (18) Township four (4), Range sixteen (16), lying on the North and East side of the right of way of the Louisville & Nashville Railway, being the same premises conveyed by deed dated November 15th, 1916, by W. C. W. Cawthon and wife to said Andalusia Packing Company, recorded November 16th, 1916, in Book 48 of Deeds, page 356, in the office of the Judge of Probate of Covington County, State of Alabama;

Second: All that portion and part of the West half (½) of the Southeast quarter (¼) of the Northwest quarter (¼) of said Section eighteen (18), lying East of the right of way of the Alabama & Florida Railroad (now Louisville & Nashville Railway), being the same premises conveyed by deed dated October 11th, 1915, from Della McCall et al to said Andalusia Packing Company, recorded October 11th, 1915, in Book 45 of Deeds, page 21, in the office of Judge of Probate of
2451 said Covington County;

Third: A lot or parcel of land situated in the City of Andalusia, bounded and described as follows:

Beginning at Southwest corner of the Weaver lot on the North side of River Falls Street, and running North parallel with the West side of said Weaver lot one hundred (100) yards; thence West thirty-five (35) yards; thence South one hundred (100) yards to River Falls Street; thence East along the North side of said street to point of beginning, a distance of thirty-five (35) yards; being the same premises conveyed by deed dated October 11th, 1915, from Della McCall to said Andalusia Packing Company, recorded October 11th, 1915, in Book 46 of Deeds, page 90, in the office of Judge of Probate of said Covington County;

Fourth: A lot or parcel of land situated in the City of Andalusia, bounded and described as follows:

Beginning at a point on the North side of River Falls Street thirty-five (35) yards of the Southwest corner of the Weaver residence lot, and running thence North one hundred (100) yards; thence running West sixty (60) yards to right of way of Alabama & Florida Railroad (now Louisville & Nashville Railway); thence South along the East side of said right of way to River Falls Street, and thence East along River Falls Street to point of beginning, being the same premises conveyed by deed dated October 11th, 1915, from Tula McCall to said Andalusia Packing Company, recorded October 11th, 1915, in Book 46 of Deeds, page 93, in the office of Judge of Probate of said Covington County;
all of said real estate situated, lying and being in the County of Covington, State of Alabama.

To Have And To Hold to the said Swift and Company, its successors and assigns, forever, and said Andalusia Packing Company, for itself and its successors covenants with
2452 said Swift and Compny, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances and that it has good right to sell and convey the same as aforesaid and that it will and

its successors shall warrant and defend the same to said Swift and Company, its successors and assigns forever, against the lawful claims of all persons.

In Witness Whereof, said Andalusia Packing Company has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary this 30th day of March, A. D. 1918.

ANDALUSIA PACKING COMPANY,
By T. H. INGWERSEN,
President.

(Seal)
Attest:
C. A. PEACOCK,
Secretary.
Signed, sealed and delivered
in the presence of:
ERIC L. ANDERSON

2453 State of Illinois, } ss.
County of Cook. }

I, Arthur Corbishley, a Notary Public in and for said County in said State, hereby certify that T. H. Ingwersen, whose name as President of Andalusia Packing Company, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and notarial seal this 30th day of March A. D. 1918.

ARTHUR CORBISHLEY,
Notary Public.
(Notarial Seal) My Commission expires Oct. 7, 1920.

The State of Alabama, Covington County,
Office of Judge of Probate.

I hereby certify that the within Deed was filed in this Office for record on the 17 day of June, 1918, at 2 o'clock P. M., and duly recorded in Book 45 of Deeds, page 492-493, and examined.

J. M. ROBINSON,
Judge of Probate.

FEF-L

2454

Docket No. 453
Exhibit No. 188
Date June 3, 1921
Witness Chaplin

Know All Men By These Presents, That Andalusia Packing Company, a corporation organized and existing under the laws of the State of Alabama, hereinafter designated as the party of the first part, for and in consideration of the sum of One Thousand Dollars ($1,000.00) and other good and valuable considerations to it in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does hereby grant, bargain, sell and deliver unto Swift and Company, a corporation duly organized and existing under the laws of the State of Illinois, hereinafter designated as the party of the second part, all the following property, goods and chattels, towit:

The business now conducted by the said party of the first part, wherever situated and in whatever it may consist, and also the following property, goods and chattels used in the conduct of said business or appurtenant thereto, towit:

All machinery, appliances, equipment, tools, utensils, fixtures, furniture, horses, wagons, harness and automobiles; all merchandise manufactured or in process of being manufactured, raw material and supplies; all cash on hand or in bank; all bills and accounts receivable, and generally, any and all personal or movable property of every description wherever situated, whether included in the aforesaid enumeration or not; subject, however, to the payment by said party of the second part of all bills and accounts payable and the assumption by the party of the second part of all obligations of the party of the first part of whatsoever nature in connection with said business and property.

To Have And To Hold all the above mentioned property hereby conveyed and assigned, or intended to be conveyed and assigned and each and every part and parcel thereof unto the said party of the second part, its successors and assigns, forever.

In Witness Whereof, the party of the first part has caused its presents to be signed by its President and its cor-

2455 porate seal to be hereunto affixed, attested by its Secretary this 30th day of March, A. D. 1918.

ANDALUSIA PACKING COMPANY,
By T. H. INGWERSEN,
President.

(Seal)
Attest:
C. A. PEACOCK,
Secretary.
Signed, sealed and delivered in the presence of:
ERIC L. ANDERSON.

2456 State of Illinois, }
County of Cook. } ss.

I, Arthur Corbishley, a Notary Public in and for said County in said State, hereby certify that T. H. Ingwersen, whose name as President of Andalusia Packing Company, a corporation, is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and notarial seal this 30th day of March, A. D. 1918.

ARTHUR CORBISHLEY,
Notary Public.

(Seal)
REF-L
O

My commission expires Oct. 7, 1920.

2457

Docket No. 453
Exhibit No. 189
Date June 3, 1921
Witness Chaplin

Commission Exhibit 189.

State of Georgia,
Colquitt County

This Indenture, Made and entered into the 24th day of November, in the year Nineteen Hundred and Seventeen between Moultrie Packing Company, a corporation organized under the laws of the State of Georgia, of the first part, and Swift and Company, a corporation organized under the laws of the State of Illinois, of the second part, Witnesseth:

That the said party of the first part for and in considera-

tion of the sum of One Dollar ($1.00) and other valuable considerations in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed unto the said Swift and Company, party of the second part, its successors and assigns, all that tract or parcel of land situate, lying and being in the County of Colquitt, State of Georgia, and described as follows:

Thirteen and nineteen one-hundredths (13.19) acres of land, being part lot Number Nineteen (19) by the Arthur Survey, of original lot Number Two Hundred and Forty-five (245) in the Eighth (8th) Land District of Colquitt County, Georgia, described as follows: Beginning at the intersection of the north margin of the right of way of the Georgia
2458 Northern Ry. Co. with the west margin of the Moultrie & Sumner Public Road on said lot, running thence in a northern direction along the west margin of said road twelve hundred and forty-five and seven tenths (1245.7) feet; thence in a westerly direction at an angle of 95° and 1′ from said road three hundred and forty-five and five tenths (345.5) feet to right of way of Georgia Northern Ry. Co., thence in the same direction, beginning on the opposite side of said right of way, two hundred and sixty-six and five tenths (266.5) feet to original west line of said lot No. 245, to a pine tree, thence south at an angle of 95° 15′ with last line described above nine hundred and eighty-two and five tenths (982.5) feet to a stake; thence east five hundred and two (502) feet to said right of way of Georgia Northern Ry. Co., then begin again on the east or north side of said right of way in a line with the last above described line; thence running southeasterly along the east or north margin of said right of way to point of beginning—The Georgia Northern Ry. Co.'s right of way running through this tract not being included. Being all of Sub-D. lot No. 19, by Arthur Survey of said original lot west of Moultrie & Sumner Public Road, formerly owned by R. E. Champion.

This being the same premises which was conveyed to the grantor herein by R. E. Champion, under deed dated 11th day of April, 1914, and recorded in Deed Records said county on 27th day of April, 1914, in Book J J, page 125.

Also, a perpetual right of way for a ditch or sewer from the above described land to the 'Pilco Creek across lands now or formerly owned by R. E. Champion, lying between said above described land and said Creek and being on said Lot 245, it being understood that beginning at the Moultrie & Sumner Public Road a sewer will be placed for at least two

hundred (200) yards on the east side of said Road and for that distance the ditch shall not be left open and that the ditch or sewer shall not empty or be discontinued nearer than forty (40) yards east of the present slaughter house of said R. E. Champion.

Which said tract or parcel of land and right of way said party of the first part will well and truly warrant and defend from the claim of all persons whomsoever unto the said party of the second part, its successors and assigns, forever, in fee simple.

2459 In Witness Whereof, Moultrie Packing Company has caused this instrument to be executed by its President and its corporate seal to be hereto affixed, and attested by its Assistant Secretary, the day and year first above written.

MOULTRIE PACKING COMPANY
By T. H. INGWERSEN,
President.

(Seal)

Recorded in the office of Clerk of the Superior Court, Colquitt County, Georgia, December 7, 1917, in Book "RR" Folio 1723.

C. A. PEACOCK,
Assistant Secretary.
Signed, sealed and delivered in Presence of:
W. H. SOUTTER
E. C. PHILLIPS
Notary Public, Cook County, Ill.
(Seal)
REF:EL

} Attest:

2460 Stamped): Docket No. 453, Exhibit No. 190 Date June 3, 1921 Witness: Chaplin Reporter: Brady. Commission's Exhibit 190.

Know All Men By These Presents, That Moultrie Packing Company, a corporation duly organized and existing under and by virtue of the laws of the State of Georgia, hereinafter designated as the party of the first part, for and in consideration of the sum of One Thousand Dollars ($1,000.00) and other good and valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does

hereby grant, bargain, sell and deliver unto Swift and Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, hereinafter designated as the party of the second part, all the following property, goods and chattels, to-wit:

The entire business now conducted by the said party of the first part wherever situated in the State of Georgia and elsewhere, and in whatever it may consist, and also the following property, goods and chattels used in the conduct of said business or appurtenant thereto, to-wit:

All machinery, appliances, equipments, tools, utensils, fixtures, furniture, horses, wagons, harness and automobiles, all merchandise manufactured or in process of being manufactured raw material and supplies, all cash on hand or in bank, all bills and accounts receivable, and, generally, any and all personal or movable property of every description, wherever situated, whether included in the aforesaid enumeration or not; subject, however, to the payment by said party of the second part of all bills and accounts payable, and the assumption by the party of the second part of all obligations of the party of the first part, of whatsoever nature, in connection with said business and property.

To Have And To Hold all the above mentioned property hereby conveyed and assigned, or intended to be conveyed and assigned, and each and every part and parcel thereof, unto the said party of the second part, its successors and assigns, forever.

In Witness Whereof, the party of the first part has caused these presents to be assigned by its President and its corporate seal to be hereunto affixed and to be attested by its Assistant Secretary this 3d day of November, A. D. 1917.

MOULTRIE PACKING COMPANY,
By T. H. INGWERSEN,
President.

(Seal)
Attest:
C. A. PEACOCK,
Assistant Secretary.

Signed, Sealed and Delivered
In the Presence of:
W. H. SOUTER
E. C. PHILLIP, *Notary Public, Cook County, Illinois.*

mw/na b (Seal

2461 Law Offices
Albert H. & Henry Veeder
76 West Monroe Street,
Chicago.

Comm'l Exhibit 191.

October 9, 1917.

Francis E. Baldwin.
Mr. R. C. McManus,
c/o Swift and Company,
Chicago.

Dear Sir:

Andalusia Packing Company, Andalusia, Alabama.

File 115.

Answering yours of the 5th instant, the total number of shares outstanding and purchased was 2665 for which $70.00 per share was paid, the par value of the stock was $50. per share. The corporation owed more than $200,000. which Swift and Company assumed and agreed to pay.

Sincerely yours,
(Sgd) ALBERT H. & HENRY VEEDER,
Ref.

(Stamp) Docket No. 453
Exhibit No. 191
Date June 4, 1921
Reporter Brady

(Stamped):
Arthur Corbishley.

2462 For exhibit 192 see—after exhibit 185 (part of Schedule B).

n's No. 2463

MOUTRIE PACKING COMPANY

ASSETS

Cash	.....	$ 24,425.63
Inventory	.....	243,789.18
Accounts Receivable	.....	37,279.94
Deferred Expenses	.....	3,560.63
Land	.....	1,648.75
Buildings	.....	105,546.38
Machinery	.....	38,562.55
Equipment	.....	3,618.54
Autos	.....	420.43
Furniture	.....	2,073.75
Well	.....	2,285.40
Sewer	.....	175.00
Sundry Debit & Credit	.....	146,267.59
Construction	.....	5,047.50
TOTAL		614,701.27
Less Accounts Payable and Accrued Expenses		436,186.18
Net Purchase Amount		$178,515.09

Nov. 3rd, 1917.
(Stamped):
Docket No. 453
Exhibit No. 193
Date June 6, 1921
Witness: Chaplin
Reporter: Brady.

2464 VALUES TRANSFERRED ON BILL OF SALE
3/30/1918 ANDALUSIA, ALABAMA.

Comm... Exhi... 194.

	ASSETS		
Cash		$ 16,782.56	
Inventory		504,464.90	
Accounts Receivable		24,477.02	
Deferred Exp.		4,757.96	
H.W. & H.		2,000.00	
O. F. & F.		2,781.77	
Land	2,650.00		
Bldg.	108,453.31		
Equip.	82,096.31		
	193,199.62		
Less Depn.	3,120.00	190,079.62	
Construction		1,418.90	$746,762.73
	LIABILITIES		
Accounts & Bills Payable		498,968.74	
Accrued Charges		267.85	499,236.59
Net Purchase Price			$247,526.14

(Stamped):
Docket No. 453
Exhibit No. 194
Date June 6, 1921.
Witness: Chaplin
Reporter: Brady.

Prov. Dept. Moultrie

MOULTRIE WEEKLY DIFFERENTIAL LETTER No. 25

Cancelling All Previous Differentials

Basis S. & W. Branch House List F. O. B. Kansas City. Product not mentioned below will be invoiced S. & W. List F. O. B. Kansas City, except D. S. and Bacon Meats Daily Wired Market and Basis Circular Differentials.

Fresh and Frozen Pork Cuts

Pork Loins, Fresh or Frozen 8-10 lbs. avg.	½c under
Pork Loins, Fresh or Frozen 10-12 lbs. avg.	½c under
Boston Butts, Frozen	½c under
Skinned Shoulders, Fresh or Frozen	1c under
Fresh Extra Lean Pork Trimmings	7½c F.O.B.Kas.City
Frozen Extra Lean Pork Trimmings	7½c F.O.B.Kas.City

Pigs

Fresh and Frozen 30-50	13c	F.O.B.Kansas City
Fresh and Frozen 50-60	13c	F.O.B.Kansas City
Fresh and Frozen 60-75	13c	F.O.B.Kansas City
Fresh and Frozen 75-85	11½c	F.O.B.Kansas City
Fresh and Frozen 85-100	11½c	F.O.B.Kansas City
Fresh Hogs, 100-120	11c	F.O.B.Kansas City

Above are for shipper dressed.

Fancy Meats

Frozen Pork Brains	2c under
Fresh and frozen Pork Tongues 25-lb. boxes	2c under
Fresh Pork Melts	½c under
Frozen Pork Chitterlings	1c under

S. P. and Smoked Meats

Dixie Regular Hams, 8-10	1c over Empire
Dixie Regular Hams, 10-12	1c over Empire
Dixie Regular Hams, 12-14	1c over Empire
Dixie Skinned Hams, 12-14	Out
Dixie Skinned Hams, 14-16	1c over Empire
Dixie Bellies, 4- 6	1c over Empire
Seminole Picnics, 8-10	Same as Empire
Seminole Strips, 3-4	3c under Empire
Seminole Strips, 4-5	2c under Empire
Seminole Strips, 5-6	2c under Empire
Seminole Bacon Strips	½c over Sem. Wide Bacon
Seminole Bellies, 6-8	3c under Empire
Seminole Bellies, 8-10	2c under Empire
Seminole Bellies, 10-12	2c under Empire
Seminole Picnics, 8-10 Rolled and Tied	Same as Empire
Seminole Skd.Picnics, 8-10 Rolled and Tied	Same as Empire
Dixie Regular Hams, R. B. & T. to houses only that cook	1c over Empire 912
Dixie Skinned Hams, R. B. & T. to houses only that cook	1c over Empire 913
Seminole Regular Hams, R. B. & T. to houses only that cook	1c under Empire 912
Seminole Skinned Hams, R. B. & T. to houses only that cook	same as Empire Skd. 913
Boneless Butts, S. P.	out
Cottage Roll, smoked	out
Boston Butts, S. P.	16½
Boston Butts, Smoked	21½

Vinegar Pickled Pork Tongues C. & S.

One-eighth Barrels 25 lbs. net	3.20 each

F. O. B. Kansas City

Lard

Seminole Brand Pure Lard, 30-lb., 60-lb., 80-lb. tubs, tierces, 50-lb. net cans, 6-10 lb. cases, 12-5 lb. cases, 1½c under Silverleaf.

Dixie Bellies, 6-10	Out
Seminole Regular Hams, 6-8	1c under Empire
Seminole Regular Hams, 8-10	1c under Empire
Seminole Regular Hams, 10-12	1½c under Empire
Seminole Regular Hams, 12-14	1½c under Empire
Seminole Skinned Hams, 12-16	½c under Empire
Seminole Skinned Hams, 16-18	Same as Empire
Seminole Skinned Hams, 18-20	Same as Empire
Seminole Picnics, 3-6	Same as Empire
Seminole Picnics, 6-8	Same as Empire

Beef Tongues

Short Cut Beef Tongues, Fresh, 21c; S. P. 22½c; Smoked 28c ..... F.O.B. Kansas City

Long Cut Beef Tongues, Fresh, 19c ..... F.O.B. Kansas City

Cooked Hams

Dixie Brand Hams, Regular or Skinnd ..... 1c under Premiume

D. S. and Bacon Meats Shipped on Consignment

Basis Chicago wired market basis circuar differentials.

D. S. and Bacon Rib Bellies, 14-16 lb ..... 2c under

All other D. S. and Bacon Meats ..... 1c under

All standard product from hard hogs will be invoiced in full at S. & W. List F. O. B. Kansas City.

Quotations are for goods packed and F. O. B. cars Kansas City.

Cartage will be charged for any goods shipped by local freight. Our responsibility ceases after goods are receipted for in good order by transportation company, and we will not guarantee condition of shipments at arrival at destination.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.

All prices are quoted subject to market changes, and subject to our having the product in stock.

We do not guarantee to ship product as ordered unless specific arrangements have been made.

Branch House Provision Department

Chicago, June 20, 1921

FEDERAL TRADE COMMISSION
vs.
SWIFT & CO.

Docket 453
Witness Davis July 18, 1921
Reporter McKey.
Com. Ex. No. 195.

MOULTRIE WEEKLY DIFFERENTIAL LETTER No. 28

Cancelling all Previous Differentials

Basis S. & W. Branch House List F. O. B. Kansas City. Product not mentioned below will be invoiced S. & W. List F. O. B. Kansas City, except D. S. and Bacon Meats Daily Wired Market and Basis Circular Differentials.

Fresh and Frozen Pork Cuts
- Pork Loins, Fresh or Frozen 8-10 lbs. avg. ..... 1½c under
- Pork Loins, Fresh or Frozen 10-12 lbs. avg. ..... 1c under
- Boston Butts, Frozen ..... ¼c under
- Skinned Shoulders, Fresh or Frozen ..... 1½c under
- Fresh Extra Lean Pork Trimmings .... 6½c F.O.B. Kas. City
- Frozen Extra Lean Pork Trimmings ... 6½c F.O.B. Kas. City

Pigs
- Fresh and Frozen 30-50 ..... 14c F.O.B. Kansas City
- Fresh and Frozen 50-60 ..... 14c F.O.B. Kansas City
- Fresh and Frozen 60-75 ..... 14c F.O.B. Kansas City
- Fresh and Frozen 75-85 ..... 12½c F.O.B. Kansas City
- Fresh and Frozen 85-100 ..... 12½c F.O.B. Kansas City
- Fresh Hogs, 100-120 ..... 11c F.O.B. Kansas City

Above are for shipper dressed.

Fancy Meats
- Frozen Pork Brains ..... 2c under
- Fresh and frozen Pork Tongues 25-lb. boxes 2c under
- Fresh Pork Melts ..... 1½c under
- Frozen Pork Chitterlings ..... 1c under
- Frozen Pork Snouts ..... 1c under

S. P. and Smoked Meats
- Dixie Regular Hams, 8-10 ..... 1c over Empire
- Dixie Regular Hams, 10-12 ..... 1c over Empire
- Dixie Regular Hams, 12-14 ..... 1c over Empire
- Dixie Skinned Hams, 12-14 ..... Out
- Dixie Skinned Hams, 14-16 ..... 1c over Empire
- Dixie Bellies, 4-6 ..... 1c over Empire
- Seminole Picnics, 8-10 ..... Same as Empire
- Seminole Strips, 3-4 ..... 3c under Empire
- Seminole Strips, 4-5 ..... 2c under Empire
- Seminole Strips, 5-6 ..... 2c under Empire
- Seminole Bacon Strips ..... ¼c over Sem. Wide Bacon
- Seminole Bellies, 6-8 ..... 3c under Empire
- Seminole Bellies, 8-10 ..... 2c under Empire
- Seminole Bellies, 10-12 ..... 2c under Empire
- Seminole Picnics, 8-10 Rolled and Tied ..... Same as Empire
- Seminole Skd. Picnics, 8-10 Rolled and Tied. Same as Empire
- Dixie Regular Hams, R. B. & T. to houses only that cook ..... 1c over Empire 912
- Dixie Skinned Hams, R. B. & T. to houses only that cook ..... 1c over Empire 913
- Seminole Regular Hams, R. B. & T. to houses only that cook ..... 1c under Empire 912
- Seminole Skinned Hams, R. B. & T. to houses only that cook ..... same as Empire Skd. 913
- Boneless Butts, S. P. ..... out
- Cottage Roll, smoked ..... out
- Boston Butts, S. P 15
- Boston Butts, Smoked 20

Vinegar Pickled Pork Tongues C. & S.
- One-eighth Barrels 25 lbs. net ..... 3.20 each
- F. O. B. Kansas City

Lard
- Seminole Brand Pure Lard, 30-lb., 60-lb., 80-lb. tubs, tierces, 50-lb. net cans, 6-10 lb. cases, 12-5 lb. cases, 1½c under Silverleaf.

Dixie Bellies, 6-10	Out
Seminole Regular Hams, 6-8	1c under Empire
Seminole Regular Hams, 8-10	1c under Empire
Seminole Regular Hams, 10-12	1½c under Empire
Seminole Regular Hams, 12-14	1½c under Empire
Seminole Skinned Hams, 12-16	¾c under Empire
Seminole Skinned Hams, 16-18	Same as Empire
Seminole Skinned Hams, 18-20	Same as Empire
Seminole Picnics, 3-6	Same as Empire
Seminole Picnics, 6-8	Same as Empire

Beef Tongues

Short Cut Beef Tongues, Fresh, 21c; S. P. 22½c; Smoked 28c ..... F.O.B. Kansas City

Long Cut Beef Tongues, Fresh 19c; ..... F.O.B. Kansas City

Cooked Hams

Dixie Brand Hams, Regular or Skinned. . . 1c under Premium

D. S. and Bacon Meats Shipped on Consignment

Basis Chicago wired market basis circular differentials,

D. S. and Bacon Rib Bellies, 14-16 lb. ..... 2c under

All other D. S. and Bacon Meats. ..... 1c under

All standard product fron hard hogs will be invoiced in full at S. & W. List F. O. B. Kansas City.

Quotations are for Goods packed and F. O. B. cars Kansas City.

Cartage will be charged for any goods shipped by local freight. Our responsibility ceases after goods are receipted for in good order by transportation company, and we will not guarantee condition of shipments at arrival at destination.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.

All prices are quoted subject to market changes, and subject to our having the product in stock.

We do not guarantee to ship product as ordered unless specific arrangements have been made.

Branch House Provision Department

Chicago July 11, 1921

FEDERAL TRADE COMMISSION

vs.

SWIFT & CO.

Docket 453

Witness Davis July 18, 1921

Reporter McKey

Com. Ex. No. 196

FEDERAL TRADE COMMISSION
vs
SWIFT & CO. No. 269 Y

July 18, 1921 Docket 453
Witness Reporter
Davis MacRae

Southern and Western
BRANCH HOUSE PRICE LIST Y
Issued by Swift & Company U. S. A.
June 20, 1921

LARD AND SHORTENING

Pure Lard {F. O. B. Kansas City, Omaha, or St. Paul plants.

	Tierces Per lb.
Premium Pure Lard, kettle rendered	12¼
"Silverleaf" Brand Pure Lard	11¼
Bakers' Special Lard (tierces only)	11¼
Jewel Shortening	9¼
Bakers' Shortening (tierces only)	9¼
Cotosuet	9¼

NOTE—Premium Pure Lard or Cotosuet not put up in Butter Tubs.

Prices shown Jewel Shortening, Bakers' Shortening and Cotosuet are Cafe to all branch houses east of Rocky mountains.

When quoting Lard or Cotosuet we state price for tierces containing about 340 lbs. net. The advances for wooden packages are as follows:

	Per lb. over tierces
Drums, 60 and 65 lbs. net	¼
Drums, 110 and 115 lbs. net	⅜
Half-barrels, about 100 lbs.	½
Butter Tubs, 10 lbs	2
Hardwood Tubs, iron bound, 65 lbs	¼

DRIED BEEF

Premium Dried Beef	1	Ham Sets	41½
	2	Outsides	25
	3	Insides	46
	4	KNUCKLES	40
			Reg. Dry
Empire Dried Beef	5	Ham Sets	40½
	6	Outsides	24
	7	Insides	45
	8	KNUCKLES	39
			Per doz.
Premium Wafer Sliced Dried Beef	9	No. ½, glass jars, 2 doz. in case	$ 2 75
	10	No. 1, glass jars, 1 doz. in case	5 15
Empire Sliced Dried Beef	11	No. ½, glass jars, 2 doz. in case	2 00
	12	No. 1, glass jars, 1 doz. in case	3 25

Delico Sliced Dried Beef

13 Small glass jars, 2 doz. in case, per doz. 1 45

BEEF TONGUES, SMOKED

Premium Beef Tongues	1	Long Cut, 3 to 4 lbs	33
	2	Long Cut, 4 to 5 lbs	35
	3	Long Cut, 5 lbs. up	38½
	4	Short Cut, 2 to 3 lbs	35½
	5	Short Cut, 3 to 4 lbs	39
	6	Short Cut, 4 to 5 lbs	43
Empire Beef Tongues	7	Long Cut, 3 to 4 lbs	31
	8	Long Cut, 4 to 5 lbs	33
	9	Long Cut, 5 lbs. up	36½
	10	Short Cut, 2 to 3 lbs	33½
	11	Short Cut, 3 to 4 lbs	37
	12	Short Cut, 4 to 5 lbs	41

Pickled, loose in slack barrels.....Flat list
Fresh or Frozen, loose on racks....Flat list
Frech or Frozen, loose in slack barrels..... ½c advance
Fresh or Frozen, loose in boxes....1 c advance

Commission's Exhibit No. 197.

Fancy Tubs, 20 lbs.		1
Fancy Tubs, 80 lbs.		¼
Wooden Pails, 20 lbs.		1
Wooden Pails, 10 lbs.		1
Cans, 45 lbs. and 50 lbs. net, 1 to case.		½
1-lb. Cartons	60 lbs. to case	1½
S. L. B. Pure Lard	30 lbs. to case	2

New Style—Net Weight Tin Pails for Pure Lard

30 2-lb. net, 60-lb. net cases.....3 c over tierce basis
12 5-lb. net, 60-lb. net cases.....2½c over tierce basis
6 10-lb. net, 60-lb. net cases.....2 c over tierce basis

New Style—New Weight Tin Pails for Jewel Shortening

24 2-lb. net, 48-lb. net cases.....3 c over tierce basis
12 4-lb. net, 48-lb. net cases.....2½c over tierce basis
6 8-lb. net, 48-lb. net cases.....2 c over tierce basis

Cooking Oils and Salad Oils Guaranteed Pure

	Per lb.
1 Golden Cottonseed Cooking Oil	8½
2 Peerless Cottonseed Cooking Oil	9
3 Gilt Edge Cottonseed Butter Oil	9

Sliced Dried Beef—Boxes

		Per lb.
14	Premium Wafer Sliced, 5 and 10 lb. wood boxes	57
15	Premium Wafer Sliced, cartons 10—½ lb. net boxes	55
16	Empire Sliced, 5 and 10 lbs. wood boxes	42
17	Empire Sliced, cartons 10—¼ lb. net boxes	40

Above packed in 6/5-lb. or 3/10-lb. boxes in case. Shipped from all plants.

18 Swift's Sliced Dried Beef, 5 lb. paper cartons, per lb. 38

Sliced Dried Beef in wood boxes and paper cartons is perishable and must be sold promptly.

We guarantee our dried beef in glass jars for ninety days from date of shipment from our plant.

			Pkld. Per lb.	Fresh or Frozen Per lb.
	1	x Beef, short cut, 3 lbs. and under 3½ lbs.	27	25½
	2	x Beef, short cut, 3½ lbs. and under 4 lbs.	28	26½
	3	x Beef, short cut, 4 lbs. and under 4½ lbs.	32	30½
	4	x Beef, short cut, 4½ lbs. and under 5 lbs.	33	31½
Tongues	5	x Beef, short cut, 5 lbs. and up	34	32½
	6	x Beef, long cut, 4 lbs. and under 5 lbs.	24	22½
	7	x Beef, long cut, 5 lbs. and under 5½ lbs.	25½	24
	8	x Beef, long cut, 5½ lbs. and under 6 lbs.	28	26½
	9	x Beef, long cut, 6 lbs. and up	29	27½

		Per lb.
4	Monogram Cottonseed Salad Oil	9½

Oil weighs 7½ lbs. per gallon. Barrels contain about 50 gallons each. Prices are for oils in barrels.

Advance for smaller packages,	Per lb.
Half-barrels	½
5 gallon cans, 2 to case	3
1 gallon cans, 10 to case	6
Half-gallon cans, 20 to case	8
Qt. cans, 24 to case, (Monogram Salad Oil only)	10
Pt. cans, 24 to case (Monogram Salad Oil only)	18

Write or wire for special prices on carload lots.
C. A. F. all Branch Houses east of Rocky Mountains.

Sanco Salad Oil

		Per case
1	24 Pints to the case	$ 5 75
2	24 Quart cans to the case	9 25
3	12 Half-gallon cans to the case	8 45
4	6 Gallon cans to the case	7 50

Above prices C. A. F. all branch houses east of the Rocky Mountains.

Animal Oils

Guaranteed Pure—Our Own Pressing		Per gal.
1	Extra winter Strained Lard	$ 79
2	Extra Lard	69
3	Extra No. 1 Lard	64
4	No. 1 Lard	59
5	No. 2 Lard	57
6	Pure Neatsfoot	69

Tripe

	Per lb.
Cooked Rolled, Frozen (3 whole pieces to box)	6
Cooked Frozen (2 whole pieces to box)	3
Cooked Regular (slack bbls.)	3
Frozen Cooked Beef Tripe (in 100 lb. forms)	2½
Prepared Pork Stomachs (slack bbls.)	3

Tripe in 50-lb. baskets ½c, 25-lb. baskets, ¼c higher.

DRY SALT AND BACON MEATS

Loose

500-lb. boxes	¼c adv	75-lb. boxes	1½c adv
300-lb. boxes	¼c adv	50-lb. boxes	1½c adv
200-lb. boxes	¼c adv	25-lb. boxes	1½c adv
100-lb. boxes	1 c adv	Sacked	½c adv

Muslin or white drill 2c advance, parchment 1½c advance. Oxford Bellies and Country Style Squares—wrapped in parchment no extra charge.

Calf and Lamb Tongues

		Pkld. Per lb.	Fresh or Frozen Per lb.
	1 x Calf, under 1 lb., per	11	10
	2 x Calf, 1 lb. to 1½ lb.	19½	18½
	3 x Calf, 1½ lb. and up	23	22
Tongues	1 x Lamb, skin on, untrimmed	5½	4
	2 x Lamb, skin off, untrimmed	6½	5

Premium Beef Tongues—Pickled

Prices are for Tongues in barrels—200 lbs. net—pickle on.

Half barrels, one-half price of barrels plus $1.00 each.

Quarter barrels, one-fourth price of barrels plus $1.00 each.

1	Short Cut, 36 to 40 pieces	71 00
2	Short Cut, 41 to 45 pieces	69 00
3	Short Cut, 46 to 50 pieces	67 00
4	Short Cut, 51 to 55 pieces	59 00
5	Short Cut, 56 to 60 pieces	57 00
6	Long Cut, 30 to 35 pieces	61 00
7	Long Cut, 36 to 40 pieces	54 00
8	Long Cut, 41 to 50 pieces	51 00

7	Extra Neatsfoot	64
8	No. 1 Neatsfoot	59
9	Acidless Tallow	64
10	Delight—Miners	66

Oil weights 7½ lbs. per gallon. Barrels contain about 50 gallons each. Prices are for oil in barrels.

Advance for smaller packages:

Half-barrels	5
10-gallon jacket cans	15
5-gallon cans, 2 to case	15

Write or wire for special prices on carload lots.

F. O. B. Kansas City, Omaha and St. Joseph Plants.

F. O. B. St. Paul Plant, 3c per gallon extra.

See

BASIS CIRCULAR

for

QUOTATIONS

We are quoting in this list the new style package of

SLICED DRIED BEEF

Packed in half pound net boxes ten to the carton.

Send us an order. It will sell.

BARRELED BEEF AND S. P. BEEF HAMS

Prices are for Beef in barrels (200-lb. net pickle on).

Hardwood half-barrels half the price of barrels plus $1.00 each.

Hardwood quarter-barrels one-fourth the price of barrels plus $1.00 each.

			Per barrel
Barreled Corned Beef	1	Fulton Market Brand Beef.	18 00
	2	Swift & Co. Extra Plate or Extra Family Beef	17 00
	3	Swift & Co. Plate or Family Beef	15 00
	4	Kenwood Brand Plate or Kenwood Brand Family Beef	14 00
	5	Columbia Brand Plate Beef	13 00
	6	Imperial Brand Plate Beef	12 00
	7	Swift & Co. Extra Mess Beef	17 00
	8	Mess Chuck Beef	17 00
	9	Rolled Boneless Beef	22 00
	10	Rump Butt Beef	20 00
	11	Gate City Brand Plate Beef	15 00
	12	Riverside Brand Plate Beef	12 00
	13	Mess Beef Rumps	none
	14	Lean Ends (St. Paul only)	22 00
	15	Beef Ham Outsides	26 00
			Bbls.
Special Mild Corned Beef (St. P. only)	15	Mess Chucks (St. Paul only)	21 00
	16	Lean Ends (St. Paul only)	23 00
	17	Rump Butts	23 00

BARRELED PORK

Prices are for Pork in barrels.

Hardwood half-barrels half the price of barrels plus $1.00 each.

Hardwood quarter-barrels one-fourth the price of barrels plus $1.00 each.

Mess Pork in barrels and half-barrels only.

NOTE—Price on Mess Pork quoted below is market when list goes to press, and subject to change without notice. We will invoice Mess Pork on basis of Chicago Board of Trade closing market date of shipment.

			per barrel
Mess Pork	1	Old	none $....
	2	New	19 50
Short Cut Mess	3	N. Y. Cut Family, 35 to 45 pcs	28 00
	4	N. Y. Cut Family, 48 to 55 pcs	none 29 00
Clear Family Pork	5	Boneless, (St. Paul only)	31 00
Clear Pork	6	Norton Brand, 70 to 85 pcs.	19 00
Backs (Fat Backs)	7	Riverside Brand, 51 to 65 pcs	20 00
	8	Woodlawn Br. Fat Backs, 36 to 45 pcs	17 75
	9	Pine Tree Brand Clear, 75 to 90 pcs	none 17 50
Shoulder Cuts	10	Franklin Br'd Short Cut, 18 to 34 pcs	19 00
	11	Franklin Br'd Short Cut,	

BEEF CASINGS

All Beef Casings subject to 5% confidential discount.

			In Tierces	Smaller Pkgs.
Rounds	1	(Domestic) Wide, 140 sets, per set	23½	27½
	2	(Dom.) Medium, 180 sets, per set	22½	26½
	3	(Export) Wide, 140 sets, per set	34	38½
	4	(Export) Medium, 180 sets, per set	31	35
	5	(Export) Narrow, 225 sets, per set	31	35
		Beef Rounds measure 100 ft. to set.		
Middles	6	Regular, 110 sets, per set	53	56
	7	Narrow, 140 sets, per set	46	48
		Beef Middles measure 57 ft. to set.		
Bungs	8	Regular, 400 pcs, per pce.	21	23
	9	Narrow, 500 pcs, per pce.	21	23

To obtain delivered prices on Beef Casings figure freight 650 lbs. per tierce.

We cannot accept orders for Beef Rounds and Middles by the set when quantity is less than

			Per lb.	Per *bbl.	Per *trc.
S.P. Beef Hams	1	Sets, medium avg.	21	49 00	73 50
	2	Inside, med. avg.	24	56 00	84 00
	3	Outsides, med. avg.	12	28 00	42 00
	4	Knuckles, med. avg	21	49 00	73 50

Light avg. ½c per lb.; 50c bbl.; 75c tierce, under price Medium. *Bbls. 220-lb. net, *Tcs. 330-lb. net, pickled weight.

PICKLED GOODS

Tripe, Mild Salt Pickle
Net weight packed

Cooked	Tc. 300 lb.	Bbl. 200 lb.	½ Bbl. 75 lb.	¼ Bbl. 35 lb.	⅛ Bbl. 17 lb.	Kit 13 lb.
1 Regular	$15 00	$10 00	$4 80	$2 40	$1 40	$1 05
2 Honey Comb..	18 00	12 00	5 60	2 80	1 60	1 20

Tripe, Pickled in Vinegar
Net weight packed

Cooked	Tc. 300 lb.	Bbl. 200 lb.	½ Bbl. 75 lb.	¼ Bbl. 35 lb.	⅛ Bbl. 17 lb.	Kit 13 lb.
3 Regular	$18 00	$12 00	$5 60	$2 80	$1 60	$1 20
4 Honey Comb out....	21 00	14 00	6 40	3 20	1 80	1 35

Pork Feet, Tongues, Etc.
Vinegar Pickled
Net weight packed

Cooked	Tc.	Bbl.	½ Bbl.	¼ Bbl.	⅛ Bbl.	Kit

		35 to 55 pcs.....none	19	50
	12	Brookfield Brand (lean pieces).....	28	00
Buckeye Brand	13	The cut next to the ham...	24	00
Kenwood Brand	14	Clear Fat Butts.....	17	00
	15	Premium Brand boneless, 60–70 pcs.....	38	00
	16	Belly Pork, boneless, heavy (St. Paul only).....	37	00
Belly Cuts	17	Winchester Brand, boneless	19	00
	18	Brisket, Boneless (St. Paul) 60–95 pcs.....	19	00
	19	Brisket, Boneless (St. Paul) 131–165 pcs.....	18	50

CREMOL

For Candy Makers

Used to advantage wherever Cocoa Butter, Cream, etc., are used in Chocolate coating, Caramel work, Marshmallows, Creams, etc.

We invite inquiry. Formulae furnished on application.

Grades	Melting Point	Price in barrels Per lb.
1 Extra	150°	11
2 Regular	125°	13
3 Special	95°	14
4 Confectioners Oil	85°	16

Packed in bbls. about 400 lbs. each; ½-bbls.. 15 sets, or Beef Bungs when quantity is less than 25 pcs. Smaller quantities should always be ordered by weight.

10	(Domestic) Rounds, 25, 50, 100-lb. kegs, with salt.....lb.	7½
11	(Export) Rounds, 25, 50, 100-lb. kegs, with salt.....lb.	9
12	Middles, 25, 50, 100-lb. kegs, with salt.....lb.	11
13	Bungs, 25, 50, 100-lb. kegs, with salt	lb. 20

Medium width Beef Casings are usually preferred and orders will be filled accordingly unless otherwise specified.

14	Weasands, Dried.....pce.	10
15	Bladders, Dried (Putty containers)	doz. out
16	Bladders, Dried (Sausage containers)..	out

PORK CASINGS

All Pork Casings subject to 5% confidential discount

1	Medium Tin Pails, with salt, medium width..... per pail	$2 05
2	Large Tin Pails, with salt, medium width.....per pail	4 10
3	25, 50, 100, 200-lb. kegs, with salt, medium width.....per lb.	40
4	Selected Wides, with salt....per lb.	35
5	Medium width free of salt, basis.....per lb.	1 00

	300 lb.	200 lb.	75 lb.	35 lb.	17 lb.	13 lb.
1 Pork Feet	$18 00	$12 00	$5 60	$2 80	$1 60	$1 20
2 Pork Tongues	50 00	20 80	10 40	5 40	4 05	
3 Pork Snouts	out	20 00	8 80	4 40	2 40	1 80
4 Lamb Hearts	out	15 00	6 80	3 40	1 90	1 45
5 Ox Lips	out	15 00	6 80	3 40	1 90	1 45
6 Ox Hearts	out	20 00	8 80	4 40	2 40	1 80
7 Lamb Tongues, long cut (Chgo only)		30 00	12 80	6 40	3 40	2 55
8 Lamb Tongues, short cut (Chgo only)		35 00	14 80	7 40	3 90	2 85

Specialties in Glass
Cooked and Spiced

12 Jars to Case	Large Jars Net Wgt 26 oz.	Small Jars Net Wgt 15 oz.
Lamb Tongues (Chgo only) per doz.	$6 50	$4 00

Plain Pickle—Uncooked

Hard Wood ½ Bbls—Half price bbls. plus $1.00 each.

Hard Wood ¼ Bbls—One-quarter price bbls. plus $1.00 each.

Hard Wood ⅛ Bbls.—One-eighth the price bbls. plus $1.00 each.

Net weight packed	Tierce 300 lb.	Bbl. 200 lb.
1 Pork Tongues....out	$37 00	$25 00
2 Sheep Tongues	....	....

½-bbls. and 60-lb. tubs, ½c higher; 10 and 20-lb. pails 1c higher. Subject to 5 per cent commission.

OLEOMARGARINE

Prices quoted you direct by Oleomargarine Department

Basis price, 60-lb. tubs, solid packed.

Differentials for other packages as follows:

	Per lb. Advance
1-lb. Prints or Rolls	1
2-lb. (and over) Prints or Rolls	½
10-lb. Tubs	1
30-lb. Solids	½
10-lb. and 20-lb. Cases	½

Solids, packed in 10, 20, 25, 30, 40 and 60 lb. tubs.

Rolls or Prints, packed in 10, 30, 48 and 60 lb. cases.

All grades to be sold out within fourteen days after shipment.

How to Apply for Uncolored Retail Oleomargarine License

In order to take out license for the sale of

6 Bungs, Export, 400 pcs. to tce	per pc.	19
7 Bungs, Prime, 500 pcs. to tce.	per pc.	12
8 Bungs, Small Prime, 600 pcs. to tce	per pc.	6½
9 Bungs, Narrow, 800 pcs. to tce	per pc	4½
10 Paunches, 300 pcs. to tce	per pc.	7
11 Middles, 130 sets to tce	per hog set	19
12 Bladders	per doz.	out

Pork Bungs, Paunches and Middles in less than tierce lots, 3c per piece over list.

SHEEP CASINGS

All Sheep Casings subject to 5% confidential discount

	Per bdl.
1 American, narrow (⅜ to ½ in.)	$ 65
2 American, medium	1 65
3 Imported, medium	1 65
4 Imported, Wide	2 15

30 to 50 bundles to keg

5 American Sheep Casings, med. tin pails	per pail	$5 40
6 American Sheep Casings, large tin pails	per pail	10 80

NOTE: All Beef, Pork and Sheep Casings shipped from Fort Worth will be invoiced at above prices, F. O. B. Fort Worth.

3	Ox Lips	16 00	11 00
4	Spare Ribs, belly pcs	25 00	17 00
5	Pork Tails	22 00	15 00
6	Neck Bones	out	....
7	Pork Hocks	out	....
8	Pork Snouts	16 00	11 00
9	Pork Ears	13 00	9 00
10	Pork Lips	13 00	9 00

Pork Chitterlings—Mild Pickle

	Bbl.	½ Bbl.	¼ Bbl.	⅛ Bbl.	Small Kit
1 Uncooked	$13 00	$7 25	$4 25	$2 75	$2 00
2 Cooked out	32 00	13 60	6 80	3 60	2 70

Stearine

1 No. 1 Oleo Stearine. Write or wire for price.

Price subject to change with notice. Wire for confirmation on all sales.

Uncolored Oleomargarine, the dealer will make application on Form No. 11, signing it before a Notary or in the presence of witnesses, after which send application, together with exchange, to Internal Revenue Collector, in the district in which he resides, at the rate of 50 cents per month, from the first of the month in which he begins sale of Oleomargarine until June 30th following, which is the end of Revenue year.

Application, Form 11, furnished by us or any Revenue Collector on request.

Restaurants, hotels, institutions and customers who make no sales, license not required.

Retail dealers, hotels, restaurants, boarding houses and private institutions of all kinds are forbidden by law, under heavy penalty, to artificially color uncolored oleomargarine. Same law specifically provides that a consumer may artificially color uncolored oleomargarine "for the use of his own family table without compensation."

NOTE: When ordering Sausage Casings please be explicit and always state plainly kind and selection wanted.

CREAM LAUNDRY SOAP

is

THE LEADER

Week Beginning June 20.

Use prices in effect in your territory: 10 baseballs free with each box, or 10 bags of marbles free with each box, or 1 grocers' delivery basket free with each box.

If you have delivery baskets on hand and wish to use marbles or baseballs, we will charge 60c for the baskets and forward either baseballs or marbles to cover your stock.

DRY SAUSAGE, ETC.

All This Season's Manufacture

Prices are for Product packed in 50-lb. and 100-lb. boxes. 25-lb. boxes ½c per lb. advance, except no advance on items marked *.

			Per lb.
	1	Brunswick	46
	2	Gothaer	46
	3	Premium	43
Cervelat	4	Ashland	40
Pork	5	Empire	37
Bungs	6	*Thuringer (new)	21
	7	*Acorn (new)	18
	8	*Essex (new)	15
	9	Empire	30
Cervelat	10	Franklin	29
Beef	11	Buckeye, St. Paul only	22
Middles	12	*Acorn (new)	17
	13	*Essex (new)	14
14		*Mettsausage (new) (Chicago only)	21
15		Lebanon	18
16		Farmer	22
17		Holsteiner	20
18		Goteborg	30
	19	Premium Ltd	40
	20	Ashland	35
	21	—R— (Push Sales)	25
Salami	22	—P— (Push Sales)	20
Beef	23	Empire	29
Middles	24	Franklin	27
	25	—E— (Push Sales)	15
	26	Acorn (new)	18
Milano	27	Alessandria	43
Salami	28	Premium	38

DOMESTIC SAUSAGE

Pure Pork Sausage, Fresh Sausage, Frankfurts, Bologna, and Specialties will be invoiced at the following differentials from prices shown:

No Advance

1-lb. cartons ..... 12 to case
6-lb. tins ..... 4 to crate
7-lb. tins ..... 4 to crate
50-lb. boxes

½c Per Lb. Advance

10-lb. cartons ..... 6 to crate
25-lb. boxes
30-lb. boxes

¼c Per Lb. Advance

5-lb. cartons (no advance on Brookfield)
1-lb. cloth bags ..... 6 to case
2-lb. cloth bags ..... 6 to case
10-lb. cartons ..... 2 to crate
46-lb. tin cans ..... 1 can to crate
56-lb. tin cans ..... 1 can to crate
20-lb. boxes

¾c Per Lb. Advance

28-lb. wood pails
30-lb. wood pails

1c Per Lb. Advance

23-lb. tin buckets ..... 1 bucket to crate
28-lb. tin buckets ..... 1 bucket to crate

1¼c Per Lb. Advance

1-lb. cartons ..... 6 to case
10-lb. cartons ..... 1 to crate
10-lb. tin pails ..... 6 to crate
10-lb. boxes

2½c Per Lb. Advance

1-lb. cartons ..... 20 to case

SPECIALTIES

Smoked (Uncooked)

1		Smoked Cottage Roll	30

Cooked (Not Smoked)

Liver	2	Prime (in pork bungs)	13½
Flavor	3	Regular (in pork bungs)	13
‡Sausage	4	Round (in beef rounds)	9
Head	5	Crystal (Denver only)	14
Cheese	6	‡Regular	10

Cooked and Paraffined

7		Ashland Brand Cooked Specialty	14
8		Prepared Cooked Specialty	13½
9		Luncheon Roll (Omaha only)	32

Smoked and Cooked

10		New England Style Luncheon Specialty	20
11		Liberty Cooked Specialty	14
12		Premium Minced Specialty (Chicago, St. Paul, Denver)	14
13		Minced Luncheon Specialty in Bladders	12
14		Minced Luncheon Specialty in Bungs	12
15		Leona Style Sausage	12
16		‡Tongue and Blood Sausage	16
17		‡Blood Sausage	10
Liver	18	Brunswick (in hog bungs)	17
Flavor	19	‡Prime (in hog bungs)	14
Sausage	20	‡Regular (in hog bungs)	13½

Miscellaneous

1	Premium Beef Tongues, Cooked and Pressed, 3-lb. bricks (Ft. Worth only)	39
2	‡Peerless Brand Cooked Specialty (K. C. and Denver)	14
3	Polish Style Sausage	10
4	‡Garlic Style Sausage	10
5	Swift's Condensed Chili, 6-lb. bricks	15½

Pork Bungs	29	Ashland	36
	30	Empire	34
Milano Salami Beef Middles	31	Premium, 16 inch	34
	32	Pork Bungs	out
D'Arles	33	Pork Bungs, 2d cut (Menage)	out
	34	Beef Middles, 16 inch	34
Frisses (Sopressata)	35	Premium	37
	36	Empire	33
37 Genoa			47
38 Lyon (Last Season's)		(Push Sales)	35
39 Peperoni		Ltd	32
40 Roma			30
41 Roma, hot			30
	42	La Primera Ltd	44
Mortadella	43	Ashland (Push Sales)	24
	44	Empire	22
	45	Acorn (new)	19
46 Capicolli, hot			45
47 Chorizos			35
48 Chorizos with lard, 4 lb. 7 oz. net, 12 tins to case doz			18 00
49 Chorizos with lard, 2 lb. net, 12 tins to case, doz			10 00
50 Chorizos with lard, 1 lb. net, 24 tins to case, doz			6 00
51 Chorizos without lard, 12 lb. 8 oz. net 8 tins to case, lb			40
52 Chorizos without lard, 1 lb. 4 oz. net, 12 tins to case		doz.	9 00
53 Chorizos without lard, 10 oz. net, 24 tins to case		doz.	5 00
	54	Italian Style, Il Primo	

‡c Per Lb. Reduction
100-lb. boxes

1c Per Lb. Reduction
1-lb. cloth bags ..... 12 to case
2-lb. cloth bags ..... 12 to case

Products marked ‡ are made with cereal. Can supply without cereal when orders so specify at ‡c per lb. advance, but must have at least 48 hours notice.

Packages shown above contain net weight indicated.

Prices shown below are basis prices. They are followed by notations showing styles of packages in which the product may be put up.

Pure Pork Sausage

	1	Link	20
		1-lb. cartons, 6 or 12 to case	
		5-lb. cartons, 6 to crate (for Hotel trade)	
Brookfield Brand	2	Patties	18
		1-lb. cartons, 6 or 12 to case	
	3	Bulk	17
		1-lb. cartons, 6 or 12 to case	
		1-lb. cloth bags, 6 or 12 to case	
		2-lb. cloth bags, 6 or 12 to case	
		5-lb. cartons, 6 or 12 to crate	
		Kansas City and Ft. Worth have discontinued manufacturing Brookfield for the season.	
	4	Small in Sheep Casings	16
		1-lb. cartons, 20 to case	
		10-lb. cartons, 6 to crate	
		28-lb. wooden pails	
		23-lb. tin buckets	
	5	Medium in Pork Casings	14
	6	Swift's Condensed Chili, 1-lb. bricks, 6, 12 or 24 in case as ordered	17
	7	‡Mexican Style Sausage (Ft. Worth and Denver only)	14
	8	Ring Mettwurst (St. Louis, N. S. Y., Denver and So. Omaha)	14
	9	‡Liver Cheese, 5-lb. bricks (K. C., So. Omaha, St. Joe, and Ft. Worth)	14
	10	‡Smoked Link Sausage	11
		Packed in 25, 50 and 100 lb. boxes.	
	11	Boneless Souse	10
		(In 10 lb. boxes only and priced this basis.)	

Jellied in Tins

	12	Jellied Beef Tongue (Chicago and So. Omaha only)	45
		7 lb. tins, 4 to crate.	
	13	Jellied Luncheon Tongue	25
	14	Jellied Luncheon Corned Beef	18
	15	Pan Souse	14

Loaf Style

	16	Baked Luncheon Loaf	15
		Packed in 25 and 50 lb. boxes.	

Lincoln Sausage

In Mild Salt Pickle—We do not guarantee Lincoln Sausage. We ship at buyer's risk only.

	Net weight Sausage packed			
	Small Kits 13 lb.	¼ Bbl. 18 lb.	½ Bbl. 35 lb.	¾ Bbl. 70 lb.
1 Prem. Minced Spec'y.	$....	$2 90	$5 30	$10 35
2 Minced Luncheon Spec'y.	....	2 50	4 60	8 95

Hams	55	Prosciutto	38
		Virginia Style, Monticello Brand	40

HOGS AND PIGS—DRESSED

Fresh

	Per lb.
1 Hogs, 200 to 250 lb. avg.	12½
2 Hogs, 175 to 200 lb. avg.	12½
3 Hogs, 150 to 175 lb. avg.	12½
4 Hogs, 125 to 150 lb. avg.	13½
5 Hogs, 100 to 125 lb. avg.	13½
1 Pigs, 80 to 100 lb. avg.	13½
2 Pigs, 60 to 80 lb. avg.	13½
3 Pigs, 50 to 60 lb. avg.	13½
4 Pigs, 30 to 50 lb. avg.	13½

Frozen Pigs

1 80 to 100 lb. avg.	out
2 60 to 80 lb. avg.	out
3 50 to 60 lb. avg.	out
4 30 to 50 lb. avg.	out

Above prices are F. O. B. Missouri River and for Shipper Dressed Hogs and Pigs. 1½c additional for hogs heads off.

S. P. Meats—For Trade

S. P. Meat quotations named are loose, unless otherwise stated.

If packed in tierces, pickle off, 1c per lb. advance.

If packed in tierces, pickle on 1½c per lb. advance; in 500-lb. boxes, ½c advance; in slack barrels, ½c advance.

1	S.P. Hams, 6- 8 lbs. avg.	out
2	S.P. Hams, 8-10 lbs. avg.	out
3	S.P. Hams, 10-12 lbs. avg.	21½
4	S.P. Hams, 12-14 lbs. avg.	21½

Family Style	6	Same package assortment as small; also 25-lb. and 50-lb. boxes and 46-lb. tin cans Will ship in Pork Casings unless orders specify Sheep Casings. Bulk. 10-lb. cartons, 6 to crate 30-lb. wood pails 28-lb. tin buckets 56-lb. tin cans	13
	7	12 in. Links (Pork Casings)	13
	8	20 in. Links (Pork Casings)	13
Country Style	9	Bulk. Same package assortment as Family Style except not packed in 1-lb. cartons.	12
Smoked Country Style	10	4 in. Links (Pork Casings)	15
	11	12-in. Links (Pork Casings). 10-lb. cartons, 6 to crate 25-lb. boxes	14

Fresh Sausage

1	‡Midget Link 5-lb. cartons, 6 to crate 10-lb. cartons, 6 to crate		13
	2	Link.	11
	3	Bulk.	10
‡Woodlawn		Same package assortment as Country Style, also 10-lb. tin pails	
	4	Link.	10
	5	Bulk.	9
‡XXBrand		10-lb. cartons 6 to crate 25 and 50-lb. boxes	

3‡Bologna Style Sausage	1 50	2 00	3 55		6 35
4‡Link Sausage	1 75	2 35	4 25		8 25
5‡Smoked Link Sausage.	1 75	2 35	4 25		8 25
6‡Frankfurt Style Sausage	2 00	2 70	4 95		9 65
7‡Club Frankfurts	1 75	2 35	4 25		8 25
8‡Head Cheese	....	2 15	3 90		7 55
9‡Polish Style Sausage..	1 60	2 15	3 90		7 55

Will fill orders for Lincoln Sausage in vinegar pickle at same prices.

Sausage in Oil

We do not guarantee Sausage in Oil. We ship at buyer's risk only.

			Net wt. Per tin	Per Crate
‡Bologna Style Sausage	1	Sm. tins, 2 to crate	17 lbs.	$5 50
	2	Lg. tins, 1 to crate	45 lbs.	6 50
‡Frankfurt Style Sausage	3	Sm. tins, 2 to crate	17 lbs.	6 00
	4	Lg. tins, 1 to crate	45 lbs.	7 50
Club ‡Frankfurt Style Sausage	5	Sm. tins, 2 to crate	17 lbs.	5 75
	6	Lg. tins, 1 to crate	45 lbs.	7 00
‡Smoked Link Sausage	7	Sm. tins, 2 to crate	17 lbs.	5 75
	8	Lg. tins, 1 to crate	45 lbs.	7 00

Cooked Hams shipped from Ft. Worth will be invoiced 1c per pound higher F. O. B. Kansas City than shown on this list.

5	S.P. Hams, 14-16 lbs. avg.	out
6	S.P. No. 1 Skd. Hams, 10 lbs. and down	out
7	S.P. No. 1 Skd Hams, 12-16 lbs. avg.	out
8	S.P. No. 1 Skd Hams, 18-20 lbs. avg.	out
9	S.P. No. 1 Skd Hams, 22-24 lbs. avg.	out
10	S.P. No. 1 Skd Hams, 24-28 lbs. avg.	out
11	S.P. No. 1 Skd Hams, 28-32 lbs. avg.	out
12	S.P. No. 1 Skd Hams, 32-lbs. up	out
13	S.P. No. 1 Picnics, 3- 5 lbs. avg.	13½
14	S.P. No. 1 Picnics, 5- 6 lbs. avg.	12½
15	S.P. No. 1 Picnics, 6- 8 lbs. avg.	12½
16	S.P. No. 1 Picnics, 8-10 lbs. avg.	11½
17	S.P. No. 1 Picnics, 10-12 lbs. avg.	11½
18	S.P. No. 1 Picnics, 12-14 lbs. avg.	10½
19	S.P. Clear Bellies, 4- 6 lbs. avg.	20½
20	S.P. Clear Bellies, 6- 8 lbs. avg.	20½
21	S.P. Clear Bellies, 8-10 lbs. avg.	19½
22	S.P. Clear Bellies, 10-12 lbs. avg.	17
23	S.P. Clear Bellies, 12-14 lbs. avg.	15
24	S. P. Clear Bellies, 14-16 lbs. avg.	13½
25	S.P. Clear Bellies, 18-20 lbs. avg.	13½
26	S.P. Boneless Shoulder Butts, tierces.	

Frankfurts

1	Premium, small (in sheep casings), 1 lb. pkgs., 6 or 12 to case	19
2	Premium, small (in sheep casings)	17
3	Premium (in pork casings)	15
4	‡Vienna (in sheep casings)	15
5	‡Regular (in sheep casings)	13
6	‡Club (in pork casings)	11

10 lb. cartons, 6 to crate.
25 lb. boxes.

Premium Frankfurts shipped in Pork Casings unless orders specify Sheep Casings.

Bologna

1	Premium—Round, Long or Large	11
2	Garlic, Round, Long or Large	11
3	Clinton (in Weasands)	14
4	‡Canvasback	11
5	‡Neptune (paraffined)	9
6	‡Regular, Round, Long or Large	9

Packed in 25, 50 and 100-lb. boxes.

Cooked Hams, Picnics and Loins

Prices are for product packed in 50 lb. and 100 lb. boxes. 25 lb. boxes ½c per lb. advance.

			Round	Flat
Premium	1	Skin on, surplus fat off, smoked	43	44
	2	Skinned, closely fatted, smoked	44	45
	3	Skinless	46	47
	4	Swift's Baked Ham	..	47
Empire	5	Skin on, surplus fat off, smoked	40	..
	6	Skinned, closely fatted, smoked	41	..
Gem	7	Skin on, surplus fat off, smoked	24	..
Picnic	8	Skinned, closely fatted, smoked	25	..
Loin Roll	9	Peerless (in Beef Bungs)	50	..

NOTE: Unless orders specify flat style, round cooked ham will be shipped.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.
All prices are quoted subject to market changes and subject to our having the product in stock.
We do not guarantee to ship product as ordered unless specific arrangements have been made.

FANCY MEATS

Unless otherwise specified, prices shown below are for Fancy Meats at following advances over loose basis.

Barrels	½c adv	50-lb. boxes	2 c adv
100-lb. boxes	1½c adv	25-lb. boxes	2½c adv
75-lb. boxes	1½c adv	Smaller pkgs.	2½c adv

Iced Cases at Following Advances:

250 lb. boxes	1 c	75 lb. boxes	2 c
200 lb. boxes	1½c	50 lb. boxes	2½c
150 lb. boxes	1½c	25 lb. boxes	2½c
100 lb. boxes	1½c	Smaller packages	3 c

Iced Barrels ..... 1½c advance

Refrigerator Boxes..1¼c advance over barrels

Prices on items marked "X" apply on all packages except iced packages and mean loose same as boxed.

Fresh	Beef	4½
Brains	Sheep	5
In Pails	Pork	5

All Brains from Ft. Worth 1c per lb. advance.

Above prices are for Brains packed in 10-lb. pails, 6 pails to crate.

Crates containing less than 6 10-lb. pails ..... 1c per lb. adv.

Crates containing 5-lb. pails, 6 to crate ..... 1c per lb. adv.

Crates containing less than 6 5-lb. pails ..... 2c per lb. adv.

Frozen Brains 1c per pound less.

Blood	Beef, fresh	per lb.	5
Cheek Meat	Beef, loose, frozen only	per lb.	5½
	Pork, loose, frozen only	per lb.	6½

SMOKED MEATS
Sugar Cured

All Premium Meats, including Dried Beef and Tongues will be wrapped in printed parchment paper, without extra charge.

Burlap wrapping 1c per lb. extra.

All Empire Briskets, Dixie Bacon Squares, Oxford Bacon Bellies, will be wrapped in parchment paper without extra charge.

All other Smoked Meats will be shipped unwrapped unless otherwise ordered.

1½c per lb. advance—in parchment.
2c per lb. advance—in muslin or white drill.
2c per lb. advance—in burlap.

Boxing Differentials

Prices are for Meats packed in 100-lb. to 500-lb. boxes and bbls.

75-lb. boxes	½c advance
50-lb. boxes	¾c "
25-lb. boxes	¼c "
Smaller packages	1½c "
Burlap sacks	¼c reduction
Loose (except Premium Hams and Bacon)	¼c reduction

Expire Briskets and Dixie Bacon Squares packed only in 100-lb. boxes or lighter.

All Premium Meats, except Dried Beef, packed only in 100-lb. boxes or lighter.

All smoked meats invoiced on basis average shipped. When short an average any item ordered, will use our judgment in making substitution, except where orders specify "Do not substitute" in which cases will let item go short.

FRESH AND FROZEN PORK CUTS, ETC.

Unless otherwise specified, prices in this column are for Meats packed in 100-lb. boxes.

Barrels	½c reduct'n	25-lb. bxs	¼c advance
75-lb. bxs	½c advance	Single piece	
50-lb. bxs	¾c advance	boxes	1c advance

Iced Cases at following advance:

100-lb. iced cases	¾c	25-lb. iced cases	1½c
75-lb. iced cases	¼c	Refrig. boxes	¾c
50-lb. iced cases	1¼c		

To avoid shortages, will use our judgment substituting averages—one higher or lower than ordered, except when orders specify certain average, or cancel.

Pork Loins will be invoiced basis average shipped.

		Fresh Per lb.	Frozen Per lb.	
Loins	16 lbs. and over	16½	16½	
	12 to 15 lbs. avg	17½	17½	
	10 to 12 lbs. avg	19½	19	
	8 to 10 lbs. avg	...	19	
	Premium	20	...	
	Frozen Loins from Ft. W. 1c adv.			
	Boneless Shoulder regular trim	19	19	out
	Boneless Shoulder, cellar trim	21½	21½	
Butts	Boston Style	13½	12½	
	Chicago Style	13	...	
	Picnic	13	...	
	Buckeye	out	...	
	Blade	9½	...	

Cheek Trimmings	Sheep, loose, frozen only	per lb.	3
	Beef, loose..Ltd	per lb.	3
Chitterlings	x Pork, 25-lb. boxes	per lb.	4
	x Pork, 50-lb. boxes	per lb.	
Ears	x Pork, 25-lb. boxes	per lb.	3½
	x Pork, 50-lb. boxes	per lb.	
Feet	Calf, froz., scald., loose	per set	40
	x Pork, 25-lb. boxes	per lb.	3
	x Pork, 50-lb. boxes	per lb.	
Fries	x Lamb, large, 25-lb. bxs.	per lb.	28
	x Lamb, small, 25-lb. bxs	per lb.	27
	x Bull	per pair	5
Gall	Ox, loose	per gal.	30
Heads	Calf, froz. scalded, loose	each	60
	Calf, skinned, loose	each	35
	Lamb, skinned, loose	each	6
	Pork, loose	per lb.	5
	Pork, full cut, loose	per lb.	5½
Heads and Feet	Calf, loose	per set	1 00
Hearts	Beef, loose	per lb.	2
	Sheep, loose	per lb.	2
	Pork, loose	per lb.	2
	Pork, 25 lb. boxes, frozen		4
Jowls	Tongues in, loose	per lb.	7
	Tongues out, loose	per lb.	6
Kidneys	x Pork, 30 lb. boxes	per lb.	4

Swift's Premium

		Per lb.
Premium Hams	6 to 8 lbs. avg.	29¾
	8 to 10 lbs. avg.	29¾
	10 to 12 lbs. avg.	28¾
	12 to 14 lbs. avg.	27¾
	14 to 17 lbs. avg.	27¾
	17 to 20 lbs. avg.	28¼
	12 to 14 lbs. and up, 1c advance from Ft. Worth.	
Premium Skinned Hams	10 to 12 lbs. avg.	29¾
	12 to 14 lbs. avg.	29¾
	14 to 16 lbs. avg.	30¾
	16 to 18 lbs. avg.	30¾
	18 to 20 lbs. avg.	30¾
	22 to 24 lbs. avg.	30¾
	1c advance from Ft. Worth	
Premium Bacon	4 to 6 lbs. avg., wide	41
	6 to 8 lbs. avg., wide	37½
	8 to 10 lbs. avg., wide	34
	10 to 12 lbs. avg., wide	32
	Squares, 3 to 4 lbs. avg.	37½
	Squares, 4 to 5 lbs. avg.	34
	Squares, 5 to 6 lbs. avg.	32
	1c advance from Ft. Worth.	
Premium Bacon Sliced	CARTONS, 24—½-lb. net	40¾
	CARTONS, 12—½-lb. net	41
	CARTONS, 12—1-lb. net	40¾
	CARTONS, 6—1-lb. net	41
	GLASS JARS, 1 doz. to case, per doz.	$3 60
	F. O. B. Ft. Worth, 10c per case advance.	
	Premium Sliced Bacon in car-	

Picnics	4 to 6 lbs. avg.	12	...
	6 to 8 lbs. avg.	11½	...
	8 to 10 lbs. avg.	11	...
	10 to 12 lbs. avg.	11	...
	12 to 14 lbs. avg.	11	...
	Half skinned, ½c per lb. higher		
	All skin off, 1c per lb. higher.		
Skinned Shoulders	8 to 10 lbs. avg.	11½	out
	10 to 12 lbs. avg.	11	out
	12 to 15 lbs. avg.	11	...
	16 lbs. and over	11	...
	Roasts	13	...
	Skinned, neck bone in, ½c less avg. shipped.		
	Skin on, neck bone out, ½c less avg. shipped.		
	Rough, skin on, neck bone in, ½c less avg. shipped.		
Spare Ribs		5	5
	From Ft. Worth, 1c advance		
Trimmings	Extra Lean, fancy	11½	10
	Regular	7½	6
Tenderloins	10-lb. pails, 6 to case	48	48
	From Ft. Worth, 1c advance.		
Leaf Lard	Not rendered	8¼	...
Clear Briskets	Range in wt. 1 to 2 lbs.	9	...
Bellies	4 to 6 lbs. avg.	23	...
	6 to 8 lbs. avg.	23	...
	8 to 10 lbs. avg.	20	...
	10 to 12 lbs. avg.	17	...
	14 to 16 lbs. avg.	14	...
	18 to 20 lbs. avg.	13½	...
	Rib in, ½c lb. less.		
	10 lbs. avg. and down	22	...

Lips	Ox, unskinned, loose..per lb.	1½
	x Pork, 50-lb. boxes....per lb.	3
	x Pork, 25-lb. boxes....per lb.	
Livers	x Calf, fresh.....per lb.	27
	x Calf, froz. 22-lb. pails...per lb.	26
	x Veal, Frozen selected, 15-lb. pails..... (Chicago, St. Paul, Milwaukee only)..per lb.	33
	x Veal, froz. selected, 30-lb. pails (Shipments from all plants).....per lb.	30
	x Beef, 50-lb. boxes.....per lb.	7
	x Pork, 25-lb. bxs.....per lb.	2½
	x Lamb, 40-lb. boxes....per lb.	3
Lungs	Beef, loose.....	
	(Chicago, St. Paul only) .per lb.	3
Melts	x Pork, 25-lb. boxes....per lb.	3
	x Pork, 50-lb. boxes....per lb.	
	x Beef, 25-lb. boxes.....per lb.	
	x Beef, 50-lb. boxes.....per lb.	
	x Sheep, 25-lb. boxes....per lb.	
	x Sheep, 50-lb. boxes....per lb.	
Palates	Ox (Chicago only) loose.per lb.	2
Plucks	x Calf.....each	60
	x Pork, 25-lb. boxes....per lb.	2½
	x Sheep, 25-lb. boxes...per lb.	3
	x Sheep, 50-lb. boxes...per lb.	
Skins	Pork, frozen only.....per lb.	5½
Snouts	x Pork, 25-lb. boxes....per lb.	4

tons, shipment from Ft. Worth, ½c over list.

Empire Brand

Empire Hams	6 to 8 lbs. avg.....	26½
	8 to 10 lbs. avg.....	26½
	10 to 12 lbs. avg.....	25½
	12 to 14 lbs. avg.....	24½
	14 to 16 lbs. avg.....	24½
	18 to 20 lbs. avg.....out	25½
Empire Skinned Hams	8 to 10 lbs. avg.....	27½
	12 to 16 lbs. avg.....	27½
	18 to 20 lbs. avg.....	27½
	22 to 24 lbs. avg.....	27½
	24 to 28 lbs. avg.....	25½
	28 to 32 lbs. avg.....	24½
	32 and over.....	24½
Empire Shoulder Cuts	N. Y. Cut Shoulders.....	16½
	N. Y. Cut Shoulders, Skinned..	16½
	Picnics, 3 to 5 lbs. avg....	16½
	Picnics, 5 to 6 lbs. avg....	16½
	Picnics, 6 to 8 lbs. avg....	15½
	Picnics, 8 to 10 lbs. avg....	15½
	Picnics, 10 to 12 lbs. avg....	15½
	Picnics, 12 to 14 lbs. avg....	14½
Rolled Empire Picnics	6 to 8 lbs. avg.....	17½
	8 to 10 lbs. avg.....	16½
	10 to 12 lbs. avg.....	16½
	Tied and partly boned, shank bone in.	

Breakfast Bacon, Etc.

Empire Breakfast Bacon	4 to 6 lbs. avg., wide.....	25½
	6 to 8 lbs. avg., wide.....	25½
	8 to 10 lbs. avg., wide.....	24½

Hams	10 to 12 lbs. avg.....	21½	...	
	12 to 14 lbs. avg.....	21	...	
	14 to 16 lbs. avg.....	20½	...	
	16 to 18 lbs. avg.....	20½	...	
	18 to 20 lbs. avg.....	20½	...	
	20 to 24 lbs. avg.....	18½	...	
	24 lbs. and up.....	18	...	
Skinned Hams	10 to 12 lbs. avg.....	24½	...	
	12 to 14 lbs. avg.....	24	...	
	14 to 16 lbs. avg.....	23½	...	
	16 to 20 lbs. avg.....	23½	...	
	20 to 24 lbs. avg.....	23	...	
	24 to 26 lbs. avg.....	22	...	
	26 to 30 lbs. avg.....	20	...	
Side Meats	Rough Ribs, 50-60 lbs.	14	...	
	Rough Rib Backs, 30-40	15	...	
Back Fat	10 to 12 lbs. avg.....	9	...	
	14 to 16 lbs. avg.....	9½	...	
	20 to 25 lbs. avg.....	11½	...	
	Skinned light.....	9	...	
Neck Fat	.....	7½	...	
	Skinned.....	8½	...	
Neck Bones	.....	2½	2½	
Back Bones	.....out	2	...	
Slip Bones	Pork, tails on.....out	5	...	
	Pork, tails off.....out	4	...	
	Pork, tails off, untrimm	6	...	
Knuckles	.....	4	...	
Hocks	½ to 1 lb.....out	10	10	out
	1 lb. to 2 lbs.....out	10	10	out
	2 lbs. and over.....out	9	9	out

Oxford English	See Basis Circular.

	x Pork, 50-lb. boxes	per lb.	
	x Beef, frozen separately	per lb.	38
	x Beef, in pails	per lb.	24
	x Beef, Patty, froz only. Moulds about 1 lb. each	per lb.	13
	x Calf, selected in pairs frozen only; 6 to 8 oz.	per pair	30
Sweetbreads	8 to 10 oz	per pair	35
Sweetbreads	10 to 12 oz	per pair	45
Sweetbreads	12 to 14 oz	per pair	60
Sweetbreads	14 to 16 oz	per pair	80
Sweetbreads	16 oz. and over	per pair	90
	x Calf regular, trimmed	per lb.	36
	x Calf, Patty, froz. only. Moulds about 1 lb. each	per lb.	14
	x Lamb	per lb.	31
	x Pork, 25-lb. boxes	per lb.	6
	x Pork, 50-lb. boxes	per lb.	6
Tails	From Ft. Worth ½c advance.		
	x Ox, ½ to 1 lb	per lb.	2½
	x Ox, 1 to 1½ lbs	per lb.	3½
	x Ox, 1½ lbs. and over	per lb.	10
Tongues	x Pork, 25-lb. boxes	per lb.	10½
Weasand Meat	Pork, loose	per lb.	3

Empire Briskets	10 to 12 lbs. avg., wide	22
		15½
Winchester Bacon Backs	Boneless	out
	Ribs in	20
Winchester Breakfast Bacon	6-7 lbs. avg., Narrow	20½
	12-14 lbs. avg., Wide	20
Clover Breakfast Bacon	7- 8 lbs. avg., Narrow	19¼
	8-10 lbs. avg., Narrow	19
	14-17 lbs. avg., Wide	18¾
	18-20 lbs. avg., Wide	18½
RADIO BACON		14½
DIXIE BACON SQUARES		14½
HUNGARIAN STYLE PAPRIKA BACON (Chicago only)		14
SMOKED S. P. SPARE RIBS		out
SMOKED D. S. SPARE RIBS		out

Fancy Bacon Meats

Acorn Bacon Bellies	12 to 14 lbs. avg., wide or narrow	20
	14 to 17 lbs. avg., wide or narrow	18¾
	18 to 20 lbs. avg., wide or narrow	18¾
ACORN SQUARES		20

Style Bellies		
Country Style Squares	See Basis Circular.	
VIRGINIA STYLE SMOKED JOWLS (tongues in)		out

Atlas Brand
Same boxing differential as No. 1 Meats

Atlas Regular Hams	½c under same average Empire Regular Hams.
Atlas Skinned Hams	½c under same average Empire Skinned Hams.
Atlas Picnics	½c under same average Empire Picnics. (Ft. Worth only)

Gem and Franklin Brands
Same boxing differential as No. 1 Meats

Gem Breakfast Bacon	Rough, 1c under same average Empire or Winchester Bacon.
Franklin Breakfast Bacon	Thin, limited 5c under same average Empire or Winchester Bacon.

Quotations are for goods F. O. B. cars Kansas City, So. Omaha and St. Paul.
Cartage will be charged for any goods shipped by local freight. Our responsibility ceases after goods are receipted for in good order by Transportation Company and we will not guarantee condition of shipment on arrival at destination.

FEDERAL TRADE COMMISSION
vs
SWIFT & CO No. 271 Y

July 18 1921 Docket 453.
Witness Reporter
Davis MacRae

Southern and Western
BRANCH HOUSE PRICE LIST Y
Issued by Swift & Company U. S. A.

July 11, 1921

LARD AND SHORTENING

Pure Lard { F. O. B. Kansas City, Omaha, or St. Paul plants.

	Tierces Per lb.
Premium Pure Lard, kettle rendered	13¾
"Silverleaf" Brand Pure Lard	12¾
Bakers' Special Lard (tierces only)	12¾
Jewel Shortening	9¾
Bakers' Shortening (tierces only)	9¾
Cotosuet	10

NOTE—Premium Pure Lard or Cotosuet not put up in Butter Tubs.

Prices shown Jewel Shortening, Bakers' Shortening and Cotosuet are Cafe to all branch houses east of Rocky mountains.

When quoting Lard or Cotosuet we state price for tierces containing about 340 lbs. net. The advances for wooden packages are as follows:

	Per lb. over tierces
Drums, 60 and 65 lbs. net	¼
Drums, 110 and 115 lbs. net	¼
Half-barrels, about 100 lbs	½

DRIED BEEF

	1	Ham Sets	41½
Premium	2	Outsides	25
Dried	3	Insides	46
Beef	4	KNUCKLES	40

		Reg. Dry	
	5	Ham Sets	40½
Empire	6	Outsides	24
Dried	7	Insides	45
Beef	8	KNUCKLES	39

		Per doz.	
Premium Wafer Sliced Dried Beef	9	No. ½, glass jars, 2 doz. in case	$ 2 75
	10	No. 1, glass jars, 1 doz. in case	5 15
Empire Sliced Dried Beef	11	No. ½, glass jars, 2 doz. in case	2 00
	12	No. 1, glass jars, 1 doz. in case	3 25

Delico Sliced Dried Beef

BEEF TONGUES, SMOKED

	1	Long Cut, 3 to 4 lbs	33
Premium	2	Long Cut, 4 to 5 lbs	35
Beef	3	Long Cut, 5 lbs. up	38½
Tongues	4	Short Cut, 2 to 3 lbs	35½
	5	Short Cut, 3 to 4 lbs	39
	6	Short Cut, 4 to 5 lbs	43
	7	Long Cut, 3 to 4 lbs	31
Empire	8	Long Cut, 4 to 5 lbs	33
Beef	9	Long Cut, 5 lbs. up	36½
Tongues	10	Short Cut, 2 to 3 lbs	33½
	11	Short Cut, 3 to 4 lbs	37
	12	Short Cut, 4 to 5 lbs	41

Pickled, loose in slack barrels.....Flat list

Fresh or Frozen, loose on racks...Flat list

Fresh or Frozen, loose in slack barrels..... ½c advance

Butter Tubs, 10 lbs	2
Hardwood Tubs, iron bound, 65 lbs	½
Fancy Tubs, 20 lbs	1
Fancy Tubs, 80 lbs	½
Wooden Pails, 20 lbs	1
Wooden Pails, 10 lbs	1
Cans, 45 lbs. and 50 lbs. net, 1 to case	½
1-lb. Cartons S. L. B. Pure Lard (60 lbs. to case)	1½
1-lb. Cartons S. L. B. Pure Lard (30 lbs. to case)	2

New Style—Net Weight Tin Pails for Pure Lard

30 2-lb. net, 60-lb. net cases	3 c over tierce basis
12 5-lb. net, 60-lb. net cases	2½c over tierce basis
6 10-lb. net, 60-lb. net cases	2 c over tierce basis

New Style—New Weight Tin Pails for Jewel Shortening

24 2-lb. net, 48-lb. net cases	3 c over tierce basis
12 4-lb. net, 48-lb. net cases	2½c over tierce basis
6 8-lb. net, 48-lb. net cases	2 c over tierce basis

13 Small glass jars, 2 doz. in case, per doz 1 50

Sliced Dried Beef—Boxes

	Per lb.
14 Premium Wafer Sliced, 5 and 10 lb. wood boxes	59
15 Premium Wafer Sliced, cartons 10—¼ lb. net boxes	57
16 Empire Sliced, 5 and 10 lb. wood boxes	44
17 Empire Sliced, cartons 10—¼ lb. net boxes	42

Above packed in 6/5-lb. or 3/10-lb. boxes in case. Shipped from all plants.

18 Swift's Sliced Dried Beef, 5 lb. paper cartons, per lb 39

Sliced Dried Beef in wood boxes and paper cartons is perishable and must be sold promptly.

We guarantee our dried beef in glass jars for ninety days from date of shipment from our plant.

Fresh or Frozen, loose in boxes....1 c advance

		Pkld. Per lb.	Fresh or Frozen Per lb.
Tongues	1 x Beef, short cut, 3 lbs. and under 3½ lbs	27	25½
	2 x Beef, short cut, 3½ lbs. and under 4 lbs	28	26½
	3 x Beef, Short cut, 4 lbs. and under 4½ lbs	32	30½
	4 x Beef, short cut, 4½ lbs. and under 5 lbs	33	31½
	5 x Beef, short cut, 5 lbs. and up	34	32½
	6 x Beef, long cut, 4 lbs. and under 5 lbs	24	22½
	7 x Beef, long cut, 5 lbs. and under 5½ lbs	25½	24
	8 x Beef, long cut, 5½ lbs. and under 6 lbs	28	26½
	9 x Beef, long cut, 6 lbs. and up	29	27½

Cooking Oils and Salad Oils

Guaranteed Pure	Per lb.
1 Golden Cottonseed Cooking Oil	9¾
2 Peerless Cottonseed Cooking Oil	9½
3 Gilt Edge Cottonseed Butter Oil	9½
4 Monogram Cottonseed Salad Oil	9¾

Oil weighs 7½ lbs. per gallon. Barrels contain about 50 gallons each. Prices are for oils in barrels.

Advance for smaller packages,	Per lb.
Half-barrels	¼
5 gallon cans, 2 to case	1½
1 gallon cans, 10 to case	3
Half-gallon cans, 20 to case	5
Qt. cans, 24 to case, (Monogram Salad Oil only)	8
Pt. cans, 24 to case (Monogram Salad Oil only)	14

Write or wire for special prices on carload lots.

C. A. F. all Branch Houses east of Rocky Mountains.

Sanco Salad Oil

	Per case
1 24 Pints to the case	$ 5 75
2 24 Quart cans to the case	9 25
3 12 Half-gallon cans to the case	8 45
4 6 Gallon cans to the case	7 50

Tripe

	Per lb.
Cooked, Rolled, Frozen (3 whole pieces to box)	6
Cooked Regular (slack bbls.)	3
Frozen Cooked Beef Tripe (in 100 lb. forms)	2½
Prepared Pork Stomachs (slack bbls.)	3

Tripe in 50-lb. baskets ½c, 25-lb. baskets, ¼c higher.

Dry Salt and Bacon Meats

Loose

Calf and Lamb Tongues

		Pkld. Per lb.	Fresh or Frozen Per lb.
1	x Calf, under 1 lb., per	11	10
2	x Calf, 1 lb. to 1½ lb., Ltd	19½	18½
3	x Calf, 1½ lb. and up, Ltd	23	22
Tongues 1	Lamb, skin on, untrimmed	5½	4
2	x Lamb, skin off, untrimmed	6½	5

Premium Beef Tongues—Pickled

Prices are for Tongues in barrels—200 lbs. net—pickle on.

Half barrels, one-half price of barrels plus $1.00 each.

Quarter barrels, one-fourth price of barrels plus $1.00 each.

1 Short Cut, 36 to 40 pieces	$ 71 00
2 Short Cut, 41 to 45 pieces	69 00

Above prices C. A. F. all branch houses east of the Rocky Mountains.

Animal Oils

	Guaranteed Pure—Our Own Pressing	Per gal.
1	Extra winter Strained Lard	$ 74
2	Extra Lard	64
3	Extra No. 1 Lard	59
4	No. 1 Lard	54
5	No. 2 Lard	52
6	Pure Neatsfoot	64
7	Extra Neatsfoot	59
8	No. 1 Neatsfoot	54
9	Acidless Tallow	59
10	Delight—Miners	72

Oil weighs 7½ lbs. per gallon. Barrels contain about 50 gallons each. Prices are for oil in barrels.

Advance for smaller packages:

Half-barrels	5
5-gallon cans, 2 to case	10

Write or wire for special prices on carload lots.

F. O. B. Kansas City, Omaha and St. Joseph Plants.

F. O. B. St. Paul Plant, 3c per gallon extra.

500-lb. boxes	¼c adv	75-lb. boxes	1½c adv
300-lb. boxes	¼c adv	50-lb. boxes	1½c adv
200-lb. boxes	¼c adv	25-lb. boxes	1½c adv
100-lb. boxes	1 c adv	Sacked	¼c adv

Muslin or white drill 2c advance, parchment 1½c advance. Oxford Bellies and Country Style Squares—wrapped in parchment no extra charge.

See

BASIS CIRCULAR

for

QUOTATIONS

3	Short Cut, 46 to 50 pieces	67 00
4	Short Cut, 51 to 55 pieces	59 00
5	Short Cut, 56 to 60 pieces	57 00
6	Long Cut, 30 to 35 pieces	61 00
7	Long Cut, 36 to 40 pieces	54 00
8	Long Cut, 41 to 50 pieces	51 00

We are quoting in this list the new style package of

SLICED DRIED BEEF

Packed in half pound net boxes ten to the carton.

Send us an order. It will sell.

BARRELED BEEF AND S. P. BEEF HAMS

Prices are for Beef in barrels (200-lb. net pickle on).

Hardwood half-barrels half the price of barrels plus $1.00 each.

Hardwood quarter-barrels one-fourth the price of barrels plus $1.00 each.

			Per barrel
Barreled Corned Beef	1	Fulton Market Brand Beef.	18 00
	2	Swift & Co. Extra Plate or Extra Family Beef.....	17 00
	3	Swift & Co. Plate or Family Beef.....	15 00
	4	Kenwood Brand Plate or Kenwood Brand Family Beef.....	14 00
	5	Columbia Brand Plate Beef	13 00
	6	Imperial Brand Plate Beef.	12 00
	7	Swift & Co. Extra Mess Beef	17 00
	8	Mess Chuck Beef.....	17 00
	9	Rolled Boneless Beef.....	22 00
	10	Rump Butt Beef.....	20 00
	11	Gate City Brand Plate Beef	15 00
	12	Riverside Brand Plate Beef	12 00
	13	Mess Beef Rumps.....	none
	14	Lean Ends (St. Paul only).	22 00
	15	Beef Ham Outsides.....	26 00
			Bbls.
Special Mild Corned Beef	15	Mess Chucks (St. Paul only).....	21 00
	16	Lean Ends (St. Paul only).	23 00

BARRELED PORK

Prices are for Pork in barrels.

Hardwood half-barrels half the price of barrels plus $1.00 each.

Hardwood quarter-barrels one-fourth the price of barrels plus $1.00 each.

Mess Pork in barrels and half-barrels only.

NOTE—Price on Mess Pork quoted below is market when list goes to press, and subject to change without notice. We will invoice Mess Pork on basis of Chicago Board of Trade closing market date of shipment.

			Per barrel
Mess Pork	1	Old.....none	$....
	2	New.....	20 00
Short Cut Mess	3	N. Y. Cut Family, 35 to 45 pcs.....	28 00
	4	N. Y. Cut Family, 48 to 55 pcs.....none	29 00
Clear Family Pork	5	Boneless, (St. Paul only)...	32 00
Clear Pork Backs (Fat Backs)	6	Norton Brand, 70 to 85 pcs.	20 00
	7	Riverside Brand, 51 to 65 pcs.....	20 50
	8	Woodlawn Br. Fat Backs, 36 to 45 pcs.....	18 75
	9	Pine Tree Brand Clear, 75	

BEEF CASINGS

All Beef Casings subject to 5% confidential discount.

			In Tierces	Smaller Pkgs.
Rounds	1	(Domestic) Wide, 140 sets.....per set	23	27
	2	(Dom.) Medium, 180 sets.....per set	22	26
	3	(Export) Wide, 140 sets.....per set	36	40
	4	(Export) Medium, 180 sets.....per set	32	36
	5	(Export) Narrow, 225 sets.....per set	32	36
		Beef Rounds measure 100 ft. to set.		
Middles	6	Regular, 110 sets.....per set	55	58
	7	Narrow, 140 sets.....per set	48	50
		Beef Middles measure 57 ft. to set.		
Bungs	8	Regular, 400 pcs.....per pce.	20	22
	9	Narrow, 500 pcs.....per pce.	20	22

To obtain delivered prices on Beef Casings figure freight 650 lbs. per tierce.

We cannot accept orders for Beef Rounds and Middles by the set when quantity is less than 15 sets, or Beef Bungs when quantity is less than 25 pcs. Smaller quantities should always be ordered by weight.

			Per lb.	Per *bbl.	Per *trc.
(St. P. only)	17	Rump Butts		23 00	
S. P. Beef Hams	1	Sets, medium avg	22	51 00	76 50
	2	Insides, med. avg.	26½	61 00	91 50
	3	Outsides, med. avg	13	30 00	45 00
	4	Knuckles, med. avg	22	51 00	76 50

Light avg. ½c per lb.; 50c bbl.; 75c tierce, under price Medium. *Bbls. 220-lb. net, *Tcs. 330-lb. net, pickled weight.

PICKLED GOODS

Tripe, Mild Salt Pickle
Net weight packed

Cooked	Tc. 300 lb.	Bbl. 200 lb.	½ Bbl. 75 lb.	¼ Bbl. 35 lb.	⅛ Bbl. 17 lb.	Kit 13 lb.
1 Regular	$15 00	$10 00	$4 80	$2 40	$1 40	$1 05
2 Honey Comb	18 00	12 00	5 60	2 80	1 60	1 20

Tripe, Pickled in Vinegar
Net weight packed

Cooked	Tc. 300 lb.	Bbl. 200 lb.	½ Bbl. 75 lb.	¼ Bbl. 35 lb.	⅛ Bbl. 17 lb.	Kit 13 lb.
3 Regular	$18 00	$12 00	$5 60	$2 80	$1 60	$1 20
4 Honey Comb out	21 00	14 00	6 40	3 20	1 80	1 35

Pork Feet, Tongues, Etc.
Vinegar Pickled

Shoulder Cuts	10	Franklin Br'd Short Cut, 18 to 90 pcs	18 00
	10	Franklin Br'd Short Cut, 18 to 34 pcs	20 00
	11	Franklin Br'd Short Cut, 35 to 55 pcs	none 20 00
	12	Brookfield Brand (lean pieces)	29 00
Buckeye Brand	13	The cut next to the ham	25 00
Kenwood Brand	14	Clear Fat Butts	18 00
	15	Premium Brand, boneless, 60-70 pcs	40 00
	16	Belly Pork, boneless, heavy (St. Paul only)	39 00
Belly Cuts	17	Winchester Brand, boneless	18 50
	18	Brisket, Boneless (St. Paul) 60-95 pcs	18 50
	19	Brisket, Boneless (St. Paul) 131-165 pcs	18 00

Cremol

For Candy Makers

Used to advantage wherever Cocoa Butter, Cream, etc., are used in Chocolate coating, Caramel work, Marshmallows, Creams, etc.

We invite inquiry. Formulae furnished on application.

Grades	Melting Point	Price in barrels Per lb.
1 Extra	150°	11

10	(Domestic) Rounds, 25, 50, 100-lb. kegs, with salt, lb.	7
11	(Export) Rounds, 25, 50, 100-lb. kegs, with salt, lb.	9
12	Middles, 25, 50, 100-lb. kegs, with salt, lb.	11
13	Bungs, 25, 50, 100-lb. kegs, with salt, lb.	20

Medium width Beef Casings are usually preferred and orders will be filled accordingly unless otherwise specified.

14	Weasands, Dried, pce.	11
15	Bladders, Dried (Putty containers), doz.	out
16	Bladders, Dried (Sausage containers)	out

PORK CASINGS

All Pork Casings subject to 5% confidential discount

1	Medium Tin Pails, with salt, medium width, per pail	$2 05
2	Large Tin Pails, with salt, medium width, per pail	4 10
3	25, 50, 100, 200-lb. kegs, with salt, medium width, per lb.	40
4	Selected Wides, with salt, per lb.	35
5	Medium width free of salt, basis, per lb.	1 00

Net weight packed

Cooked	Tc. 300 lb.	Bbl. 200 lb.	½ Bbl. 75 lb.	¼ Bbl. 35 lb.	⅛ Bbl. 17 lb.	Kit 13 lb.
1 Pork Feet.	$18 00	$12 00	$5 60	$2 80	$1 60	$1 20
2 Pork Tongues		50 00	20 80	10 40	5 40	4 05
3 Pork Snouts	out	20 00	8 80	4 40	2 40	1 80
4 Lamb Hearts	out	15 00	6 80	3 40	1 90	1 45
5 Ox Lips	out	15 00	6 80	3 40	1 90	1 45
6 OxHearts	out	20 00	8 80	4 40	2 40	1 80
7 Lamb Tongues, long cut (Chgo only)		30 00	12 80	6 40	3 40	2 55
8 Lamb Tongues, short cut (Chgo only)		35 00	14 80	7 40	3 90	2 85

Specialties in Glass

Cooked and Spiced

12 Jars to Case	Large Jars Net Wgt 26 oz.	Small Jars Net Wgt 15 oz.
Lamb Tongues (Chgo only) per doz	$5 00	$3 00

Plain Pickle—Uncooked

Hard Wood ½ Bbls.—Half price bbls. plus $1.00 each.

Hard Wood ¼ Bbls.—One-quarter price bbls. plus $1.00 each.

Hard Wood, ⅛ Bbls.—One-eighth the price bbls. plus $1.00 each.

2 Regular	125°	13
3 Special	95°	14
4 Confectioners Oil	85°	16

Packed in bbls. about 400 lbs. each; ½-bbls., ¼-bbls. and 60-lb. tubs, ½c higher; 10 and 20-lb. pails 1c higher. Subject to 5 per cent commission.

Oleomargarine

Prices quoted you direct by Oleomargarine Department

Basis price, 60-lb. tubs, solid packed.

Differentials for other packages as follows:

	Per lb. Advance
1-lb. Prints or Rolls	1
2-lb. (and over) Prints or Rolls	½
10-lb. Tubs	1
30-lb. Solids	½
10-lb. and 20-lb. Cases	½

Solids, packed in 10, 20, 25, 30, 40 and 60 lb. tubs.

Rolls or Prints, packed in 10, 30, 48 and 60 lb. cases.

All grades to be sold out within fourteen days after shipment.

6 Bungs, Export, 400 pcs. to tce	per pc.	19
7 Bungs, Prime, 500 pcs. to tce	per pc.	12
8 Bungs, Small Prime, 600 pcs. to tce	per pc.	7
9 Bungs, Narrow, 800 pcs. to tce	per pc.	5
10 Paunches, 300 pcs. to tce	per pc.	7
11 Middles, 130 sets to tce	per hog set	19
12 Bladders	per doz.	out

Pork Bungs, Paunches and Middles in less than tierce lots, 3c per piece over list.

SHEEP CASINGS

All Sheep Casings subject to 5% confidential discount

		Per bdl.
1 American, narrow (⅝ to ⅞ in.)		$ 65
2 American, medium		1 65
3 Imported, medium		1 65
4 Imported, Wide		2 15
30 to 50 bundles to keg		
5 American Sheep Casings, med. tin pails	per pail	$5 40
6 American Sheep Casings, large tin pails	per pail	10 80

Net weight packed	Tierce 300 lb.	Bbl. 200 lb.
1 Port Tongues....out	$37 00	$25 00
2 Sheep Tongues	....	....
3 Ox Lips	16 00	11 00
4 Spare Ribs, belly pcs	20 00	13 75
5 Pork Tails	20 50	14 00
6 Neck Bones	out	....
7 Pork Hocks	out	....
8 Pork Snouts	14 50	10 00
9 Pork Ears	11 50	8 00
10 Pork Lips	11 50	8 00

Pork Chitterlings—Mild Pickle

	Bbl.	½ Bbl.	¼ Bbl.	½ Bbl.	Small Kit
1 Uncooked	$13 00	$ 7 25	$4 25	$2 75	$2 00
2 Cooked.out	32 00	13 60	6 80	3 60	2 70

STEARINE

1 No. 1 Oleo Stearine. Write or wire for price. Price subject to change with notice. Wire for confirmation on all sales.

How to Apply for Uncolored Retail Oleomargarine License

In order to take out license for the sale of Uncolored Oleomargarine, the dealer will make application on Form No. 11, signing it before a Notary or in the presence of witnesses, after which send application, together with exchange, to Internal Revenue Collector, in the district in which he resides, at the rate of 50 cents per month, from the first of the month in which he begins sale of Oleomargarine until June 30th following, which is the end of Revenue year.

Application, Form 11, furnished by us or any Revenue Collector on request.

Restaurants, hotels, institutions and customers who make no sales, license not required.

Retail dealers, hotels, restaurants, boarding houses and private institutions of all kinds are forbidden by law, under heavy penalty, to artificially color uncolored oleomargarine. Same law specifically provides that a consumer may artificially color uncolored oleomargarine "for the use of his own family table without compensation."

NOTE: All Beef, Pork and Sheep Casings shipped from Fort Worth will be invoiced at above prices, F. O. B. Fort Worth.

NOTE: When ordering Sausage Casings please be explicit and always state plainly kind and selection wanted.

THE LEADER

for

Week Beginning July 11,

SWIFT'S PRIDE
WASHING POWDER

100-8 pkgs. at 10c over list—1 free with 5

24-3 pkgs. at 25c over list—1 free with 5

½ free with 2—½ on either of the above

DRY SAUSAGE, ETC.

All This Season's Manufacture

Prices are for Product packed in 50-lb. and 100-lb. boxes. 25-lb. boxes ¼c per lb. advance, except no advance on items marked *. Per lb.

Billing prices below are kept very conservative. To establish your lowest prices to jobbing trade, recommend your using following differentials plus full Chicago freight.

Product quoted from—	To establish jobbers price add full freight plus—
13 to 29c	1c per lb.
30 to 39c	2c per lb.
40 and over	3c per lb.

	1	Brunswick	46
	2	Gothaer	46
	3	Premium	43
Cervelat	4	Ashland	40
Pork	5	Empire	37
Bungs	6	*Thuringer (new)	19
	7	*Acorn (new)	16
	8	*Essex (new)	14
	9	Empire	46
Cerve-	10	Franklin	29
lat Beef	11	Buckeye, St. Paul only	21
Middles	12	Dixie (N. S. Yards only)	15
	13	*Acorn (new)	15
	14	*Essex (new)	13
15		*Mettsausage (new) (Chicago only)	20
16		Lebanon	18
17		Farmer	22
18		Holsteiner	20
19		Goteborg	30
	20	Premium Ltd.	40

DOMESTIC SAUSAGE

Pure Pork Sausage, Fresh Sausage, Frankfurts, Bologna, and Specialties will be invoiced at the following differentials from prices shown.

No Advance
- 1-lb. cartons — 12 to case
- 6-lb. tins — 4 to crate
- 7-lb. tins — 4 to crate
- 50-lb. boxes

¼c Per Lb. Advance
- 10-lb. cartons — 6 to crate
- 25-lb. boxes
- 30-lb. boxes

½c Per Lb. Advance
- 5-lb. cartons (no advance on Brookfield)
- 1-lb. cloth bags — 6 to case
- 2-lb. cloth bags — 6 to case
- 10-lb. cartons — 2 to crate
- 46-lb. tin cans — 1 can to crate
- 56-lb. tin cans — 1 can to crate
- 20-lb. boxes

¾c Per Lb. Advance
- 28-lb. wood pails
- 30-lb. wood pails

1c per Lb. Advance
- 23-lb. tin buckets — 1 bucket to crate
- 28-lb. tin buckets — 1 bucket to crate

1½c Per Lb. Advance
- 1-lb. cartons — 6 to case
- 10-lb. cartons — 1 to crate
- 10-lb. tin pails — 6 to crate
- 10-lb. boxes

2½c Per Lb. Advance
- 1-lb. cartons — 20 to case

¼c Per Lb. Reduction

SPECIALTIES

Smoked (Uncooked)

1		Smoked Cottage Roll	30

Cooked (Not Smoked)

Liver	2	Prime (in pork bungs)	13
Flavor	3	Regular (in pork bungs)	12
‡Sausage	4	Round (in beef rounds)	8
Head	5	Crystal (Denver only)	12
Cheese	6	‡Regular	9

Cooked and Paraffined

7	Ashland Brand Cooked Specialty	12½
8	Prepared Cooked Specialty	13½
9	Luncheon Roll (Omaha only)	32

Smoked and Cooked

10	New England Style Luncheon Specialty	18
11	Liberty Cooked Specialty	12½
12	Premium Minced Specialty (Chicago St. Paul, Denver)	13
13	Mined Luncheon Specialty in Bladders	11
14	Mined Luncheon Specialty in Bungs	11
15	Leona Style Sausage	11
16	‡Tongue and Blood Sausage	14
17	‡Blood Sausage	10
Liver	18 Brunswick (in hog bungs)	15
Flavor	19 ‡Prime (in hog bungs)	14
Sausage	20 ‡Regular (in hog bungs)	13

Miscellaneous

1	Premium Beef Tongues, Cooked and Pressed, 3-lb. bricks (Ft. Worth only)	39
2	‡Peerless Brand Cooked Specialty (K. C. and Denver)	14

	21	Ashland	35
Salami	22	—R— (Push Sales)	25
Beef	23	—P— (Push Sales)	20
Middles	24	Empire	29
	25	Franklin	27
	26	—E— (Push Sales)	15
	27	Acorn (new)	16
Milano	28	Alessandria	43
Salami	29	Premium	38
Pork	30	Ashland	36
Bungs	31	Empire	32
Milano Salami Beef Middles	32	Premium, 16 inch	34
	33	Pork Bungs	out
D'Arles	34	Pork Bungs, 2d cut (Menage)	out
	35	Beef Middles, 16 inch	34
Frisses	36	Premium	37
(Sopressata)	37	Empire	33
38 Genoa			47
39 Lyon (Last Season's)		(Push Sales)	35
40 Peperoni		Ltd	30
41 Roma			28
42 Roma, hot			28
	43	La Primera Ltd	44
Mortadella	44	Ashland (Push Sales)	24
	45	Empire	21
	46	Acorn (new)	18
47 Capicolli, hot		Ltd.	45
48 Capicolli, sweet			46
49 Chorizos			35
50 Chorizos with lard, 4 lb. 7 oz. net, 12 tins to case doz			18.00
51 Chorizos with lard, 2 lb. net, 12 tins to case, doz			10.00

100-lb. boxes
1c Per Lb. Reduction
1-lb. cloth bags.....12 to case
2-lb. cloth bags.....12 to case

Products marked ‡ are made with cereal. Can supply without cereal when orders so specify at ½c per lb. advance, but must have at least 48 hours notice.

Packages shown above contain net weight indicated.

Prices shown below are basis prices. They are followed by notations showing styles of packages in which the product may be put up.

Pure Pork Sausage

	1	Link 18 1-lb. cartons, 6 or 12 to case 5-lb. cartons, 6 to crate (for Hotel trade)
	2	Patties 16 1-lb. cartons, 6 or 12 to case
Brookfield Brand	3	Bulk 15 1-lb. cartons, 6 or 12 to case 1-lb. cloth bags, 6 or 12 to case 2-lb. cloth bags, 6 or 12 to case 5-lb. cartons, 6 or 12 to crate Kansas City and Ft. Worth have discontinued manufacturing Brookfield for the season.
	4	Small in Sheep Casings 14 1-lb. cartons, 20 to case 10-lb. cartons, 6 to crate 28-lb. wooden pails

	3	Polish Style Sausage 9½
	4	‡Garlic Style Sausage 10
	5	Swift's Condensed Chili, 6-lb. bricks 15½
	6	Swift's Condensed Chili, 1-lb. bricks, 6, 12 or 24 in case as ordered 17
	7	‡Mexican Style Sausage (Ft. Worth and Denver only) 14
	8	Ring Mettwurst (St. Louis, N. S. Y., Denver and So. Omaha) 14
	9	‡Liver Cheese, 5-lb. bricks (K. C., So. Omaha, St. Joe, and Ft. Worth) 14
	10	‡Smoked Link Sausage 10 Packed in 25, 50 and 100 lb. boxes.
	11	Boneless Souse 9 (In 10 lb. boxes only and priced this basis.)

Jellied in Tins

	12	Jellied Beef Tongue (Chicago and So. Omaha only) 45 7 lb. tins, 4 to crate
	13	Jellied Luncheon Tongue 25
	14	Jellied Luncheon Corned Beef 16
	15	Pan Souse 12

Loaf Style

	16	Baked Luncheon Loaf 15 Packed in 25 and 50 lb. boxes.

Lincoln Sausage

In Mild Salt Pickle—We do not guarantee Lincoln Sausage. We ship at buyer's risk only.

Net weight Sausage packed

52	Chorizos with lard, 1 lb. net, 24 tins to case, doz		6 00
53	Chorizos without lard, 12 lb. 8 oz. net, 8 tins to case, lb		40
54	Chorizos without lard, 1 lb. 4 oz. net, 12 tins to case	doz.	9 00
55	Chorizos without lard, 10 oz. net, 24 tins to case, doz		5 00
Hams	56 Italian Style, Il Primo, Prosciutto		38
	57 Virginia Style, Monticello Brand		40

HOGS AND PIGS—DRESSED

Fresh

	Per lb.
1 Hogs, 200 to 250 lb. avg	13
2 Hogs, 175 to 200 lb. avg	13¼
3 Hogs, 150 to 175 lb. avg	13¼
4 Hogs, 125 to 150 lb. avg	13¼
5 Hogs, 100 to 125 lb. avg	13¼
1 Pigs, 80 to 100 lb. avg	13¼
2 Pigs, 60 to 80 lb. avg	13¼
3 Pigs, 50 to 60 lb. avg	13¼
4 Pigs, 30 to 50 lb. avg	14¼

Frozen Pigs

1 80 to 100 lb. avg out 3 50 to 60 lb. avg out
2 60 to 80 lb. avg out 4 30 to 50 lb. avg out

Above prices are F. O. B. Missouri River and for Shipper Dressed Hogs and Pigs. 1c additional for hogs heads off.

S. P. Meats—For Trade.

S. P. Meat quotations named are loose, unless otherwise stated.

Family Style		23-lb. tin buckets	
	5	Medium in Pork Casings	12
		Same package assortment as small; also 25-lb. and 50-lb. boxes and 46 lb. tin cans	
		Will ship in Pork Casings unless orders specify Sheep Casings.	
	6	Bulk	11
		10-lb. cartons, 6 to crate	
		30-lb. wood pails	
		28-lb. tin buckets	
		56-lb. tin cans	
	7	12 in. Links (Pork Casings)	11
	8	20 in. Links (Pork Casings)	11
Country Style	9	Bulk	10
		Same package assortment as Family Style except not packed in 1-lb. cartons.	
Smoked Country Style	10	4 in. Links (Pork Casings)	15
	11	12-in. Links (Pork Casings)	14
		10-lb. cartons, 6 to crate	
		25-lb. boxes	

Fresh Sausage

1	‡Midget Link		12
	5-lb. cartons, 6 to crate		
	10-lb. cartons, 6 to crate		
2	Link		10
3	Bulk		9
‡Woodlawn	Same package assortment as Country Style, also 10-lb. tin pails.		
4	Link		10

	Small Kits 13 lb.	¼ Bbl. 18 lb.	½ Bbl. 35 lb.	Bbl. 70 lb.
1 Prem. Minced Spec'y.	$	$2 70	$4 85	$ 9 65
2 MinedLuncheonSpec'y		2 35	4 25	8 25
3‡Bologna Style Sausage	1 35	1 80	3 20	6 15
4‡Link Sausage	1 60	2 15	3 90	7 55
5‡Smoked Link Sausage	1 60	2 15	3 90	7 55
6‡FrankfurtStyleSausage	1 85	2 50	4 60	8 95
7‡Club Frankfurts	1 60	2 15	3 90	7 55
8‡Head Cheese		1 95	3 55	6 85
9‡Polish Style Sausage	1 55	2 05	3 75	7 20

Will fill orders for Lincoln Sausage in vinegar pickle at same prices.

Sausage in Oil

We do not guarantee Sausage in Oil. We ship at buyer's risk only.

			Net wt. Per Tin	Per Crate
‡Bologna Style Sausage	1	Sm. tins, 2 to crate	17 lbs.	$5 50
	2	Lg. tins, 1 to crate	45 lbs.	6 50
‡Frankfurt Style Sausage	3	Sm. tins, 2 to crate	17 lbs.	6 00
	4	Lg. tins, 1 to crate	45 lbs.	7 50
‡Frankfurt Style Sausage	5	Sm. tins, 2 to crate	17 lbs.	5 75
	6	Lg. tins, 1 to crate	45 lbs.	7 00
‡Smoked Link Sausage	7	Sm. tins, 2 to crate	17 lbs.	5 75
	8	Lg. tins, 1 to crate	45 lbs.	7 00

If packed in tierces, pickle off, 1c per lb. advance.

If packed in tierces, pickle on 1½c per lb. advance; in 500-lb. boxes, ½c advance; in slack barrels, ½c advance.

1	S. P. Hams, 6- 8 lbs. avg.	out
2	S. P. Hams, 8-10 lbs. avg.	out
3	S. P. Hams, 10-12 lbs. avg.	23½
4	S. P. Hams, 12-14 lbs. avg.	out
5	S. P. Hams, 14-16 lbs. avg.	out
6	S. P. No. 1 Skd Hams, 10 lbs. and down.	out
7	S. P. No. 1 Skd Hams, 12-16 lbs. avg.	out
8	S. P. No. 1 Skd Hams, 18-20 lbs. avg.	out
9	S. P. No. 1 Skd Hams, 22-24 lbs. avg.	out
10	S. P. No. 1 Skd Hams, 24-28 lbs. avg.	out
11	S. P. No. 1 Skd Hams, 28-32 lbs. avg.	out
12	S. P. No. 1 Skd Hams, 32-lbs. up.	out
13	S. P. No. 1 Picnics, 3- 5 lbs. avg.	13½
14	S. P. No. 1 Picnics, 5 -6 lbs. avg.	13½
15	S. P. No. 1 Picnics, 6- 8 lbs. avg.	12½
16	S. P. No. 1 Picnics, 8-10 lbs. avg.	12½
17	S. P. No. 1 Picnics, 10-12 lbs. avg.	12½
18	S. P. No. 1 Picnics, 12-14 lbs. avg.	11½
19	S. P. Clear Bellies, 4- 6 lbs. avg.	20½
20	S. P. Clear Bellies, 6- 8 lbs. avg.	20½
21	S. P. Clear Bellies, 8-10 lbs. avg.	19½
22	S. P. Clear Bellies, 10-12 lbs. avg.	17
23	S. P. Clear Bellies, 12-14 lbs. avg.	15
24	S. P. Clear Bellies, 14-16 lbs. avg.	13½
25	S. P. Clear Bellies, 18-20 lbs. avg.	13½
26	S. P. Boneless Shoulder Butts, tierces	...

‡XX Brand	5	Bulk. 10-lb. cartons, 6 to crate 25 and 50-lb. boxes	9

Frankfurts

1	Premium, small (in sheep casings), 1 lb. pkgs., 6 or 12 to case	18
2	Premium, small (in sheep casings)	16
3	Premium (in pork casings)	14
4	‡Vienna (in sheep casings)	14
5	‡Regular (in sheep casings)	12
6	‡Club (in pork casings)	10

10-lb. cartons, 6 to crate.
25 lb. boxes.

Premium Frankfurts shipped in Pork Casings unless orders specify Sheep Casings.

Bologna

1	Premium—Large	11
2	" Long	10½
3	" Round	10
4	Garlic—Large	11
5	" Long	10½
6	" Round	10
7	Clinton (in Weasands)	14
8	‡Canvasback	11
9	‡Neptune (paraffined)	9
10	‡Regular—Large	9
11	‡ " Long	8½
12	‡ " Round	8

Packed 25-50 and 100-lb. boxes.

Cooked Hams shipped from Ft. Worth will be invoiced 1c per pound higher F. O. B. Kansas City than shown on this list.

Cooked Hams, Picnics and Loins

Prices are for product packed in 50 lb. and 100 lb. boxes. 25 lb. boxes ½c per lb. advance.

			Round	Flat
Premium	1	Skin on, surplus fat off, smoked	45	46
	2	Skinned, closely fatted, smoked	46	47
	3	Skinless	48	49
	4	Swift's Baked Ham	..	49
Empire	5	Skin on, surplus fat off, smoked	42	..
	6	Skinned, closely fatted, smoked	43	..
Gem Picnic	7	Skin on, surplus fat off, smoked	25	..
	8	Skinned, closely fatted, smoked	26	..
Loin Roll	9	Peerless (in Beef Bungs)	50	..

NOTE: Unless orders specify flat style, round cooked ham will be shipped.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.
All prices are quoted subject to market changes and subject to our having the product in stock.
We do not guarantee to ship product as ordered unless specific arrangements have been made.

FANCY MEATS

Unless otherwise specified, prices shown below are for Fancy Meats at following advances over loose basis.

Barrels	¼c adv	50-lb. boxes	2 c adv
100-lb. boxes	1½c adv	25-lb. boxes	2½c adv
75-lb. boxes	1½c adv	Smaller pkgs	2¾c adv

Iced Cases at Following Advances:

250 lb. boxes	1 c	75 lb. boxes	2 c
200 lb. boxes	1¼c	50 lb. boxes	2¼c
150 lb. boxes	1½c	25 lb. boxes	2½c
100 lb. boxes	1¾c	Smaller packages	3 c

Iced Barrels ..... 1¼c advance

Refrigerator Boxes .. 1¼c advance over barrels

Prices on items marked "X" apply on all packages except iced packages and mean loose same as boxed.

Fresh Brains In Pails	Beef	4½
	Sheep	5
	Pork	5

All Brains from Ft. Worth 1c per lb. advance.

Above prices are for Brains packed in 10-lb. pails, 6 pails to crate.

Crates containing less than 6 10-lb. pails ..... 1c per lb. adv.
Crates containing 5-lb. pails, 6 to crate ..... 1c per lb. adv.
Crates containing less than 6 5-lb. pails ..... 2c per lb. adv.

SMOKED MEATS

Sugar Cured

All Premium Meats, including Dried Beef and Tongues will be wrapped in printed parchment paper, without extra charge.

Burlap wrapping 1c per lb. extra.

All Empire Briskets, Dixie Bacon Squares, Oxford Bacon Bellies, will be wrapped in parchment paper without extra charge.

All other Smoked Meats will be shipped unwrapped unless otherwise ordered.

1½c per lb. advance—in parchment.
2c per lb. advance—in muslin or white drill.
2c per lb. advance—in burlap.

Boxing Differentials

Prices are for Meats packed in 100-lb. to 500-lb. boxes and bbls.

75-lb. boxes	¼c	advance
50-lb. boxes	¼c	"
25-lb. boxes	¼c	"
Smaller packages	1¼c	"
Burlap sacks	¼c	reduction
Loose (except Premium Hams and Bacon)	¼c	reduction

Empire Briskets and Dixie Bacon Squares packed only in 100-lb. boxes or lighter.

All Premium Meats, except Dried Beef, packed only in 100-lb. boxes or lighter.

All smoked meats invoiced on basis average shipped. When short an average any item ordered, will use our judgment in making sub-

FRESH AND FROZEN PORK CUTS, ETC.

Unless otherwise specified, prices in this column are for Meats packed in 100-lb. boxes.

Barrels	¼c reduct'n	25-lb. bxs	¼c advance
75-lb. bxs	¼c advance	Single piece	
50-lb. bxs	¼c advance	boxes	1c advance

Iced cases at following advance:

100-lb. iced cases	¼c	25-lb. iced cases	1¼c
75-lb. iced cases	¼c	Refrig. boxes	¾c
50-lb. iced cases	1¼c		

To avoid shortages, will use our judgment substituting averages—one higher or lower than ordered, except when orders specify certain average, or cancel.

Pork Loins will be invoiced basis average shipped.

		Fresh Per lb.	Frozen Per lb.
Loins	16 lbs. and over	16½	16½
	11 to 15 lbs. avg	17½	17½
	10 to 12 lbs. avg	20	19
	8 to 10 lbs. avg	...	19
	Premium	21	...
	Frozen Loins from Ft. W. 1c adv.		
	Boneless Shoulder regular trim	19	19 out
	Boneless Shoulder, cellar trim	21½	21½
Butts	Boston Style	13	12½
	Chicago Style	12½	...
	Picnic	13	...
	Buckeye	13	...
	Blade	9½	...
	4 to 6 lbs. avg	13½	...

Frozen Brains 1c per pound less.

Blood	Beef, fresh	per lb.	5
Cheek Meat	Beef, loose, frozen only	per lb.	5½
	Pork, loose, frozen only	per lb.	6½
	Sheep, loose, frozen only	per lb.	3
Cheek Trimmings	Beef, loose....Ltd.....	per lb.	2½
Chitterlings	x Pork, 25-lb. boxes	per lb.	4
	x Pork, 50-lb. boxes	per lb.	
Ears	x Pork, 25-lb. boxes	per lb.	3½
	x Pork, 50-lb. boxes	per lb.	
	Calf, froz.,scald., loose	per set	40
Feet	x Pork, 25-lb. boxes	per lb.	3
	x Pork, 50-lb. boxes	per lb.	
	x Lamb,large,25-lb.bxs	per lb.	28
Fries	x Lamb,small,25-lb.bxs	per lb.	27
	x Bull	per pair	5
Gall	Ox, loose	per gal.	30
	Calf,froz.scalded,loose	each	60
	Calf, skinned, loose	each	35
Heads	Lamb, skinned, loose	each	6
	Pork, loose	per lb.	5
	Pork, full cut, loose	per lb.	5½
Heads and Feet	Calf, loose	per set	1 00
	Beef, loose	per lb.	2
Hearts	Sheep, loose	per lb.	2
	Pork, loose	per lb.	2
	Pork, 25 lb. boxes, frozen		4
Jowls	Tongues in, loose	per lb.	7
	Tongues out, loose	per lb.	6
Kidneys	x Pork, 30 lb. boxes	per lb.	4
	Ox, unskinned, loose	per lb.	1½
Lips	x Pork, 50-lb. boxes	per lb.	3

stitution, except where orders specify "Do not substitute" in which cases will let item go short.

	Swift's Premium	Per lb.
Premium Hams	6 to 8 lbs. avg	31½
	8 to 10 lbs. avg	30½
	10 to 12 lbs. avg	30½
	12 to 14 lbs. avg	30½
	14 to 17 lbs. avg	30½
	17 to 20 lbs. avg	31½
	12 to 14 lbs. and up, 1c advance from Ft. Worth.	
Premium Skinned Hams	10 to 12 lbs. avg	33½
	12 to 14 lbs. avg	33½
	14 to 16 lbs. avg	33½
	16 to 18 lbs. avg	33½
	18 to 20 lbs. avg	33½
	22 to 24 lbs. avg	33½
	1c advance from Ft. Worth.	
Premium Bacon	4 to 6 lbs. avg., wide	41
	6 to 8 lbs.avg., wide	37½
	8 to 10 lbs. avg., wide	34
	10 to 12 lbs. avg., wide	32
	Squares, 3 to 4 lbs. avg	37½
	Squares, 4 to 5 lbs. avg	34
	Squares, 5 to 6 lbs. avg	32
	1c advance from Ft. Worth.	
Premium Bacon Sliced	CARTONS, 24—½-lb. net	40½
	CARTONS, 12—½-lb. net	41
	CARTONS, 12—1-lb. net	40½
	CARTONS, 6—1-lb. net	41
	GLASS JARS, 1 doz. to case, per doz	$3 60
	F. O. B. Ft. Worth, 10c per case advance. Premium sliced Bacon in cartons, shipment from Ft. Worth, ½c over list.	

Picnics	6 to 8 lbs. avg	13	...
	8 to 10 lbs. avg	12½	...
	10 to 12 lbs. avg	12	...
	12 to 14 lbs. avg	12	...
	Half skinned, ½c per lb. higher.		
	All skin off, 1c per lb. higher.		
Skinned Shoulders	8 to 10 lbs. avg	12½	out
	10 to 12 lbs. avg	12	out
	12 to 15 lbs. avg	12	...
	16 lbs. and over	12	...
	Roasts	14	...
	Skinned, neck bone in ½c less avg. shipped.		
	Skin on, neck bone out, ½c less avg. shipped.		
	Rough, skin on, neck bone in, ½c less avg. shipped.		
Spare Ribs		5	5
	From Ft. Worth, 1c advance.		
Trimmings	Extra Lean, fancy	11	10
	Regular	6½	6
Tenderloins	10-lb. pails, 6 to case	40	40
	From Ft. Worth, 1c advance.		
Leaf Lard	Not rendered	10	...
Clear Briskets	Range in wt. 1 to 2 lbs	9½	...
Bellies	4 to 6 lbs. avg	25½	...
	6 to 8 lbs. avg	25½	...
	8 to 10 lbs. avg	21½	...
	10 to 12 lbs. avg	18½	...
	14 to 16 lbs. avg	15	...
	18 to 20 lbs. avg	14½	...
	Rib in, ½c lb. less.		
	10 lbs. avg. and down	24½	...
	10 to 12 lbs. avg	24½	...

Livers	x Pork, 25-lb. boxes....per lb.	
	x Calf, fresh.....per lb.	27
	x Calf, froz. 22-lb. pails.per lb.	26
	x Veal, Frozen selected, 15-lb. pails (Chicago St. Paul, Milwaukee only).....per lb.	33
	x Veal, froz. selected, 30-lb pails (Shipments from all plants).....per lb.	30
	x Beef, 50-lb. boxes....per lb.	6½
	x Pork, 25-lb. bxs.....per lb.	2½
	x Lamb, 40-lb. boxes...per lb.	3
Lungs	Beef, loose..... (Chicago, St. Paul only).....per lb.	3
Melts	x Pork, 25-lb. boxes....per lb.	
	x Pork, 50-lb. boxes....per lb.	
	x Beef, 25-lb. boxes....per lb.	3
	x Beef, 50-lb. boxes....per lb.	
	x Sheep, 25-lb. boxes...per lb.	
	x Sheep, 50-lb. boxes...per lb.	
Palates	Ox (Chicago only) loose.per lb.	2
Plucks	x Calf.....each	60
	x Pork, 25-lb. boxes....per lb.	2½
	x Sheep, 25-lb. boxes...per lb.	3
	x Sheep, 50-lb. boxes...per lb.	
Skins	Pork, frozen only.....per lb.	4½
Snouts	x Pork, 25-lb. boxes....per lb.	4
	x Pork, 50-lb. boxes....per lb.	
	x Beef, frozen separately per lb.	38
	x Beef, in pails.....per lb.	24
	x Beef, Patty, froz only.per lb.	13
	Moulds about 1 lb. each	

	Empire Brand	
Empire Hams	6 to 8 lbs. avg.....	28½
	8 to 10 lbs. avg.....	27½
	10 to 12 lbs. avg.....	27½
	12 to 14 lbs. avg.....	27½
	14 to 16 lbs. avg.....	26½
	18 to 20 lbs. avg.....out	28½
Empire Skinned Hams	8 to 10 lbs. avg.....	29½
	12 to 16 lbs. avg.....	29½
	18 to 20 lbs. avg.....	29½
	22 to 24 lbs. avg.....	29½
	24 to 28 lbs. avg.....	28½
	28 to 32 lbs. avg.....	27½
	32 and over.....	27½
Empire Shoulder Cuts	N. Y. Cut Shoulders.....	16½
	N. Y. Cut Shoulders Skinned	16½
	Picnics, 3 to 5 lbs. avg....	17½
	Picnics, 5 to 6 lbs. avg....	17½
	Picnics, 6 to 8 lbs. avg....	16½
	Picnics, 8 to 10 lbs. avg....	15½
	Picnics, 10 to 12 lbs. avg....	15½
	Picnics, 12 to 14 lbs. avg...	14½
Rolled Empire Picnics	6 to 8 lbs. avg.....	17½
	8 to 10 lbs. avg.....	16½
	10 to 12 lbs. avg.....	16½
	Tied and partly boned, shank bone in.	
	Breakfast Bacon, Etc.	
Empire Breakfast Bacon	4 to 6 lbs. avg., wide.....	25½
	6 to 8 lbs. avg., wide.....	25½
	8 to 10 lbs. avg., wide.....	24½
	10 to 12 lbs. avg., wide.....	22
Empire Briskets	.....	15½
Winches-	Boneless.....out	

Hams	12 to 14 lbs. avg.....	24	...	
	14 to 16 lbs. avg.....	24	...	
	16 to 18 lbs. avg.....	24	...	
	18 to 20 lbs. avg.....	24	...	
	20 to 24 lbs. avg.....	24	...	
	24 lbs. and up.....	23	...	
Skinned Hams	10 to 12 lbs. avg.....	27	...	
	12 to 14 lbs. avg.....	27	...	
	14 to 16 lbs. avg.....	26½	...	
	16 to 20 lbs. avg.....	26½	...	
	20 to 24 lbs. avg.....	26	...	
	24 to 26 lbs. avg.....	26	...	
	26 to 30 lbs. avg.....	25	...	
Side Meats	Rough Ribs, 50-60 lbs.	14½	...	
	Rough Rib Backs, 30-40	15½	...	
Back Fat	10 to 12 lbs. avg.....	9½	...	
	14 to 16 lbs. avg.....	10	...	
	20 to 25 lbs. avg.....	12	...	
Neck Fat	Skinned, light.....	9½	...	
	.....	8	...	
	Skinned.....	8½	...	
Neck Bones	.....	2½	2½	
Back Bones	.....out	2	...	
Slip Bones	Pork, tails on.....out	5	...	
	Pork, tails off.....out	4	...	
	Pork, tails off, untrim.	6	...	
Knuckles	.....	4	...	
Hocks	½ to 1 lb.....out	10	10	out
	1 lb. to 2 lbs.....out	10	10	out
	2 lbs and over....out	9	9	out

Oxford English Style Bellies	See Basis Circular.

Sweetbreads	x Calf, selected in pairs frozen only; 6 to 8 oz. per pair	30
	8 to 10 oz. per pair	35
	10 to 12 oz. per pair	45
	12 to 14 oz. per pair	60
	14 to 16 oz. per pair	80
	16 oz. and over per pair	90
	x Calf regular, trimmed per lb.	37
	x Calf, Patty, froz. only per lb.	14
	Moulds about 1 lb. each	
	x Lamb. per lb.	34
	x Pork, 25-lb. boxes. per lb.	6
	x Pork, 50-lb. boxes. per lb.	
	From Ft. Worth ½c advance.	
Tails	x Ox, ¾ to 1 lb. per lb.	2½
	x Ox, 1 to 1½ lbs, frozen only. per lb.	3½
	x Ox, 1½ lbs. and over, frozen only. per lb.	8
Tongues	x Pork, 25-lb. boxes. per lb.	11
Weasand Meat	Pork, loose. per lb.	3

Winchester Bacon Backs	Ribs in	20
Winchester Breakfast Bacon	6-7 lbs. avg., Narrow	20
	12-14 lbs. avg., Wide	20
Clover Breakfast Bacon	7- 8 lbs. avg., Narrow	19½
	8-10 lbs. avg., Narrow	19
	14-17 lbs. avg., Wide	18½
	18-20 lbs. avg., Wide	18½
RADIO BACON		14½
DIXIE BACON SQUARES		14½
HUNGARIAN STYLE PAPRIKA BACON (Chicago only)		14½
SMOKED S. P. SPARE RIBS		out
SMOKED D. S. SPARE RIBS		out

Fancy Bacon Meats

Acorn Bacon Bellies	12 to 14 lbs. avg., wide or narrow	20
	14 to 17 lbs. avg., wide or narrow	18½
	18 to 20 lbs. avg., wide or narrow	18½
ACORN SQUARES		20

Country Style Squares	See Basis Circular.
VIRGINIA STYLE SMOKED JOWLS (tongues in)	out

Atlas Brand
Same boxing differential as No. 1 Meats.

Atlas Regular Hams	½c under same average Empire Regular Hams.
Atlas Skinned Hams	½c under same average Empire Skinned Hams.
Atlas Picnics	½c under same average Empire Picnics. (Ft. Worth only)

Gem and Franklin Brands
Same boxing differential as No. 1 Meats.

Gem Breakfast Bacon	Rough, 1c under same average Empire or Winchester Bacon.
Franklin Breakfast Bacon	Thin, limited 5c under same average Empire or Winchester Bacon.

Quotations are for goods F. O. B. cars, our Loading Docks, Kansas City, So. Omaha and St. Paul.
Cartage will be charged for any goods shipped by truck, local freight or express. Our responsibility ceases after goods are receipted for in good order by Transportation Company and we will not guarantee condition of shipments on arrival at destination.

ission's ibits Nos. 206, inc. erred to). 2471 EX. 199.

Omitted by stipulation.

EXHIBIT 200.

Ledger.

EXHIBITS 201 AND 202.

Stanaland ledgers.

200, 201 and 202 sent to U. S. Circuit Court with other physical exhibits.

203, 204, 205 and 206 omitted by stipulation.

2472 RESPONDENT'S EXHIBITS.

Federal Trade Commission
vs.
Swift & Company.

dent's bit No. 2473 RESPONDENT'S EX. No. 1.

SENATE.

66th Congress, 2d Session. Document No. 209.

SOUTHERN LIVE-STOCK PRICES.

Letter From the Chairman of the Federal Trade Commission Transmitting, in Response to a Senate Resolution of July 25, 1919, a Communication Submitting a Report on Southern Live-Stock Prices.

February 2 (calendar day, February 3), 1920.—Referred to the Committee on Agriculture and Forestry and ordered to be printed.

Federal Trade Commission,
Washington, February 2, 1920.

Sir: By the direction of the commission, I am transmitting herewith, pursuant to a resolution of the Senate adopted July

25, 1919, the report of the Federal Trade Commission on southern live-stock prices.

Very truly, yours,
VICTOR MURDOCK,
Chairman.

The President of the Senate,
Washington, D. C.

Report of Federal Trade Commission on Southern Live-Stock Prices.

(Response to Senate resolution 133, Sixty-sixth Congress.)
To the President of the Senate:

The comission submits herewith its report on an examination of southern live-stock prices and marketing conditions, made pursuant to the following resolution adopted by the Senate July 25, 1919:[1]

Resolved, That the Federal Trade Commission be, and it is hereby, directed to made an immediate investigation of the methods of purchase and prices paid for cattle and swine by persons and corporations engaged in the meat-packing industry, with particular reference to the discriminations, if any, operating to the disadvantage of live-stock producers in the Southern States, and to report as soon as practicable to the Senate the results of such investigation.

To determine whether or not producers of live stock in the Southern States were being discriminated against the commission considered it especially pertinent (1) to compare cattle and hog prices paid in the Southern States with prices paid in the Northern and Western States; (2) to compare prices received for southern beef and pork products with the prices received for northern and western products; (3) to compare the quality of such southern products with similar classes of northern and western products; and (4) to compare live-stock production and marketing methods in the South with those obtaining in the North and West.

A survey soon showed that regardless of the particular circumstances which gave rise to the question of discrimination, cattle could not properly be involved in the complaint nor could all sections of the Southern States with respect to hogs. Although there is no uniform system of classifying and grading cattle, and it was not, therefore, possible to compare either

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[1]Senate resolution 133, 66th Cong., 1st sess.

southern cattle or beef prices with northern and western prices, nothing was found that would appear to involve cattle in the complaint of discrimination. The methods of purchase and the prices paid for cattle in the South, both by large and small packers, apparently are not essentially different from the methods and prices obtaining in other regions.

It was apparent that, while in most of the Southern States, the methods of purchase and prices paid for hogs were more or less like those prevailing in other parts of the country, in a certain section of the Southern States the prices paid for hogs during the year ending July, 1919, were considerably lower than in the North and West. The region in which hog prices were found to be lower was practically identical with the section of the Southern States which produces a preponderance of soft and oily pork, namely, the northern part of Florida and the southern parts of Georgia and Alabama. It was in this section, it may be assumed, that the demand for this inquiry had its origin.

It seemed necessary, therefore, in answering the inquiry of the Senate to confine the report particularly to conditions surrounding the hog-raising industry in that section of the Southern States which produces soft and oily pork.

Soft and oily pork, it was found, has a lower market value than firm pork and is actually sold at a differential below the firm product. The question, therefore, is whether or not the meat packers who purchase these hogs which produce soft and oily pork at a differential under the price paid for hogs which produce firm pork also sell the products derived from these lower-priced animals at a corresponding differential.

Accounting records inadequate to follow killing lots.—In order to determine this, an effort was made to ascertain the total net amounts received from all cuts and by-products on certain killing lots of hogs purchased in each section, and to compare these selling results with the actual prices paid for the live hogs from which these products were derived. It was found that in no case would the packer's accounting records enable this to be done.

The various cuts of the hog carcasses, it was found, go to different plant departments and are handled or processed differently. Some of the processes, like the dry salt and sweet pickle cure, require several months. The various products are disposed of at different times and in different ways so that the identity of any given killing lot of hogs is so dispersed on the packers' records as to make it impossible to segregate

and correlate the amounts paid for any certain lot of live hogs and the amounts received from the products derived therefrom.

2474 Quality differentials in price of live hogs and of products therefrom.—A study was then made to ascertain whether the same relation existed between the prices received for various soft and oily pork products and for similar firm pork products as existed in the prices paid for the hogs producing the soft and oily pork and the hogs producing the firm products. It was found, however, that the hogs marketed in this southern section are not finished or graded similarly to those in the North and West, and, at best, comparisons could only serve to indicate the general relation between the two differentials and could not provide definite means of determining the question of discrimination.

The prices paid for soft and oily hogs marketed in Florida, Georgia, and Alabama during different periods of the year ending July, 1919, compared with prices paid at the larger markets of the North and West for identical periods and for the most nearly comparable grades, showed that producers in this section of the South received prices ranging in the different months from an average of about one and one-half dollars to an average of about four and one-half dollars per hundredweight lower than the prices received for firm hogs in the larger markets of the North and West.

These wide variations in the differentials were found to correspond to the wide variations in the quantities of hogs marketed in this part of the South during different periods of the year. The larger price differences occurred during the winter months when the bulk of the hogs were marketed and the smaller price differences during the summer months when comparatively few hogs were sold for slaughter.

To determine, in a general way, whether or not these differences between live hog prices in the different sections were reflected in prices received for the various products, examinations were made of the sales records, covering different periods of the year, of practically all of the interstate meat packers operating plants in the Southern States and of some of the packers in other sections of the country.

Actual prices received for the various cuts of fresh pork and for cured and smoked products derived from hogs produced in the soft and oily hog region of the South were compared with actual prices received for northern and western products. This comparison of a part of the packers' sales

records extended over different periods and over different markets of the South and North.

Special attention was given to the sales records of the larger packers slaughtering hogs, both in Florida, Georgia, and Alabama and in the North and West, and of certain smaller packers of the North who at times purchase hogs from these Southern States.

Such sale prices as were examined and found fairly comparable indicate that the bulk of soft and oily pork products invariably were sold at prices ranging from one to five dollars per hundredweight under northern and western products most similar thereto, the differences being less on fresh pork and greatest on cured and smoked products. These differences occurred with conspicuous uniformity wherever soft and oily products from this southern section were sold, regardless of the particular packers or distributors who hanhled them.

The quality of the products appears, therefore, to be the chief cause for the lower prices paid for hogs in the specified regions of Florida, Georgia, and Alabama. From the best study that could be made of the various accounting records it appears that the lower prices which these producers receive for their hogs are due not to discrimination but rather to the fact that the great majority of their hogs produce soft and oily pork products, which must be sold in a restricted market and at prices substantially lower than the prices paid for standard firm pork.

Other factors in price differentials.—In addition to quality, there are other more or less important price factors applying to hogs in this section. Among these may be mentioned the following: (1) The average weight of hogs marketed in this southern section is considerably less than the average weight of hogs marketed in the North and West, (2) these southern hogs are not so well finished as are hogs in other regions and their dressed meat yield is less, (3) soft and oily pork from these hogs can not be handled as economically as firm pork, and (4) there is a great variation in the supply and demand conditions in the markets of the Southern States.

While apparently all of the packers recognize these various price factors, some of them ascribe part of the total differential between southern and northern hog prices to a transportation differential based on freight rates and other charges involved in shipping hogs from these Southern States to northern markets. The fact is that as a general rule hogs

from the parts of Florida, Georgia, and Alabama under discussion are slaughtered and consumed in the South and are not shipped to the northern markets. In view of this fact it does not appear proper to ascribe any of the total differential to transportation.

Before discussing in detail the quality of products and other price factors it is important to show the development which has taken place in hog raising in the South and to outline the methods used in marketing hogs.

Production and Marketing of Hogs in Florida, Georgia, and Alabama.

Production.—Raising hogs for marketing is a comparatively new industry in the southeastern States, especially in Florida, Mississippi, Alabama, and Georgia. While there has been a general increase in hog production in the entire South during the past 10 years, the increase has been most rapid in these four States during the past five years. According to figures published by the Department of Agriculture, the increase in these States appears as follows:

Number of swine on farms Jan. 1.

	1910	1915	1919	Percentage of increase 1919 over 1910
Florida	810,000	949,000	1,512,000	86.7
Mississippi	1,292,000	1,540,000	2,282,000	76.6
Alabama	1,267,000	1,559,000	2,223,000	75.5
Georgia	1,784,000	2,042,000	3,043,000	70.6

For many years previously farmers in this section of the South produced cotton almost exclusively, and gave little attention to hog raising. Generally, only a few hogs
2475 were raised for home slaughter and to supply part of the demands of small local butchers. With the rapid spread of the cotton boll weevil, threatening to destroy the cotton crop in these States, the United States Department of Agriculture began encouraging the raising of hogs for marketing. The farmers generally responded, with the result that hog production has suddenly become an important industry in this section of the South. Although there are still certain production and marketing difficulties surrounding the industry, largely on account of its being new to these farmers,

there are many indications that these southern producers have found hog raising profitable and that they will continue rapidly to expand the industry during the next few years.

When the farmers of these States turned suddenly to hog raising on a large scale most of them were confronted with a number of problems, apparently due to the fact that they attempted to measure the success of their new industry by the better standards and attainments of hog raisers in the North and West. For years the people of the South have depended mainly on the northern and western packers for their supply of pork. The bulk of the pork products consumed in the South are still products that are shipped in and distributed mainly through the branch houses and car routes of the large packers. These products were from a corn-belt type of hog that was the result of years of tested methods of breeding, feeding, and marketing, and this type commanded the highest market price. Against this northern standard of production farmers in Florida, Georgia, and Alabama, with an inferior type of hog and with less experience, either in feeding or marketing, were compelled to compete.

While many of these farmers have for years produced well-bred hogs, by far the greatest proportion of their hogs from which the new industry had to be built were inferior to the breeding stock of the corn belt. Rapid progress in the effort to improve their breed of hogs has been made during the past few years, and there is still a large demand in these southern States for the best breeding stock from the northern and western States. During the past year many carloads of thoroughbred hogs from the corn belt were distributed among the farmers in this southern section.

Methods of feeding.—Not only did these farmers begin their new hog-marketing industry with a type of hog inferior to the northern and western type, but they began without full knowledge of the improved methods of feeding and finishing hogs for market.

Simultaneously with the expansion of their hog-raising industry the farmers in Florida, Georgia, and Alabama began growing the Spanish peanut on a large scale as one of their principal crop feeds for hogs. Other grazing crops, such as cowpeas, velvet beans, sweet potatoes, and various tame grasses, are also used, but apparently not so extensively as peanuts.

Figures from the Department of Agriculture show that the peanut acreage in these States has increased from 1916 to 1919 as follows:

	1916	1917	1918	1919
	Acres.	Acres.	Acres.	Acres.
Florida	10,000	58,000	153,000	145,000
Georgia	40,000	255,000	362,000	297,000
Alabama	300,000	540,000	747,000	530,000

The peanut crop, maturing during the fall months, is extensively used in these three States to fatten and finish hogs for market. In most cases the hogs are turned into peanut pastures to graze or harvest the crop. While this system of grazing hogs on peanut pasture appears to be a popular method of hog feeding, it results in a production of hogs that make soft and oily pork.

While hog production has increased as rapidly in Mississippi as in Florida, Georgia, and Alabama, it is significant that the peanut crop acreage in this State is comparatively small and that there is apparently a correspondingly small quantity of soft and oily hogs produced.

Although the farmers in the region of the South under review are apparently rapidly improving their hog-feeding methods, and are producing a type of higher market value, they still produce a preponderance of soft and oily hogs. They are to a great extent still following a method of feeding described by one of the agricultural county agents, as follows:

"Too many of our farmers turn their young pigs into the pine woods where for several months, little or no other food is provided than that which the pigs may find in the woods. These pigs are thus improperly nourished during the growing period, and when, at the age of about 6 months, they are turned into the peanut pastures they are stunted and very much under weight. These pigs, at the age of 6 months, often weigh no more than 50 pounds apiece, when they are put into the peanut fields where they grow and fatten rapidly. From the peanut pastures, usually without any other finishing feed, they are sent to market and of course, produce soft and oily meat."

The whole question of hog feeding in the States producing hogs that make soft and oily pork is now being studied by the Department of Agriculture and some of the Southern State agricultural colleges to determine what feeding systems will produce desirable hogs most economically. It can be assumed that these agencies will be able to determine the extent to which peanuts can be advantageously used as a finishing feed for hogs.

Methods of marketing.—The most advantageous methods of selling or shipping their hogs were not used by the farmers of these Southern States when they began producing hogs for market. Previous to the establishment of modern packing plants in these States the local retail butchers provided about the only market for live hogs. This limited outlet not only afforded no incentive to larger production, but it did not require the marketing methods and facilities such as have been developed in the older hog-raising sections of the North and West.

It was at this early stage of the development of the industry that local dealers or country shippers began buying farmers' hogs for shipment to market. This method of selling was readily adopted by most of the farmers because of its convenience and the fact that farmers seemingly preferred to avoid the risk that must be assumed in shipping directly to a distant market. These dealers or shippers continued to purchase directly most of the hogs raised for market until 1917, when the extension-work officials of the Department of Agriculture and the agricultural colleges in some of the Southern States, working through the county agents, began introducing the cooperative hog sale.

The cooperative sales are conducted usually in the following manner: A county agent or some authorized State agent notifies the farmers in a certain community that 2476 at a certain time and place a hog sale will be held. Farmers bring their hogs to this place, where the animals are classified and graded in lots that will sell to the best advantage. Agents of the packers and other buyers usually attend these sales and purchase the hogs thus offered.

The farmers generally took advantage of this new method, believing it to be an economical and satisfactory marketing arrangement. In some sections of the South the cooperative sale has now become the principal means by which the farmers dispose of their hogs.

The cooperative sales have in some States of the South developed into cooperative shipping associations which ship the live stock of their members directly to markets. Cooperative shipping associations in the South are most numerous in Alabama and Mississippi.

There are two other methods by which a small part of the live stock raised in this southern section is sold, namely, by direct shipment to the large slaughtering or packing plants, and through public stock yards. The former method applies particularly to the communities near the packing plants.

Important stockyards markets in the southeastern States where live stock is bought and sold are at Montgomery, Ala., and at Jacksonville, Fla. The Montgomery yards, although recently established, is patronized both by producers and buyers, and promises to become a large outlet for live stock in that section of the South. The Jacksonville yards are owned by Armour & Co., and its local packing plant purchases practically all of the live stock that comes to this market.

Development of packing plants.—Simultaneously with the recent development of the live stock industry in the southeastern States, several modern packing plants were established. The records of the Bureau of Animal Industry, July 25, 1919, show that the following slaughtering and packing plants are operating in these States under its inspection, all of which, except the Birmingham Packing Co., have been established within the past five or six years:

Swift & Co., Andalusia, Ala.
Birmingham Packing Co., Birmingham, Ala.
A. D. Davis Packing Co., Mobile, Ala.
Swift & Co., Moultrie, Ga.
Macon Packing Co. (Allied Packers), Macon, Ga.
Armour & Co., Tifton, Ga.
Augusta Packing Co., Augusta, Ga.
Armour & Co., Jacksonville, Fla.
Chipley Packing Co., Chipley, Fla.
Mississippi Packing Co. (Wilson & Co. (Inc.)), Natchez, Miss.

In this connection it may be noted also that packing plants have also been established during this period in the following places:

Natchez Dressed Beef Co., Natchez, Miss.
Capefear Packing Co., Wilmington, N. C.
Carolina Packing Co., Wilmington, N. C.
Butchers' Abattoir Co., North Augusta, S. C.

Three other interstate plants recently established in the States referred to above have since been closed, namely the Orangeburg Packing Co., Orangeburg, S. C.; the Statesboro Packing Co., Statesboro, Ga.; and the Waycross Packing Co., Waycross, Ga. The Orangeburg plant, costing $250,000, was opened in February, 1918, and closed down early in 1919, when it passed into the hands of a receiver. The plant at Statesboro, built in 1917 at a cost of about $140,000, was operated only about a year. The Waycross plant, built about the same time, ceased to operate in August, 1918. These three companies were organized by local capital.

Of the above plants now operating, the ones at Birmingham, Andalusia, Macon, Tifton, Moultrie, Jacksonville, Chipley, and the Wilson & Co. plant at Natchez purchase the bulk of the hogs in the soft and oily pork producing sections of the South. These eight plants, except the one at Jacksonville, were established by local enterprise and, for a time, operated independently of the large packers. Later, four were acquired by some of the Big Five packers, and about a year ago the Macon plant was sold to the Allied Packers, (Inc.).

Review of Price Factors.

Short marketing period.—One of the principal problems in connection with the new hog industry in this section of the South arises from the fact that the bulk of the year's production is marketed within a short winter period, while at other times of the year comparatively few hogs are available for slaughter. This does not make for a good or a steady market.

The following table, giving the monthly total of hogs slaughtered at three southern plants and two northern plants for the year ending July, 1919, indicates the extent to which the winter market in the soft and oily hog section is crowded with hogs, as compared with more even marketing at these two northern plants.

	Jacksonville, Fla. (Armour)	Moultrie, Ga. (Swift).	Andalusia, Ala. (Swift).	St. Joseph Mo. (Swift).	Sioux City, Iowa (Armour).
August, 1918	338	2,543	2,590	56,920	44,053
September	689	2,773	2,643	54,100	36,814
October	3,589	3,771	3,725	90,113	43,493
November	8,363	10,796	4,118	92,391	57,367
December	12,159	15,493	9,354	112,827	87,504
January, 1919	15,400	19,079	13,477	165,014	90,677
February	5,039	13,670	8,906	98,700	82,611
March	5,983	13,743	7,044	51,192	57,760
April	2,168	9,130	7,098	71,231	58,720
May	1,162	3,383	3,956	58,221	66,907
June	1,229	1,624	2,153	83,269	71,734
July	421	1,442	2,073	72,645	57,538
Totals	56,540	97,447	67,137	1,006,623	755,178
November to March, inclusive	46,944	72,781	42,899	520,124	375,919
Percentage of whole year	83	75	64	52	50

It will be seen, that at the three southern plants about 51 per cent of the hogs slaughtered during the entire year were slaughtered during the three months, December, January, and February, and 73 per cent during the five months from November to March, inclusive.

There were times within this period when the hogs marketed in these Southeastern States exceeded the slaughtering capacity of the local packing plants. An adequate supply of hogs of a more desirable quality in other parts of the country at this time practically precluded the possibility of an advantageous market outlet beyond this southern section. During January, 1919, there were days when some of these southern plants with their pens filled with surplus hogs, were apparently compelled to withdraw from the market. It was during this month, when there was quite a general glut in the southern markets, that the greatest differences occurred between these southern hog prices and northern hog prices.

2477 Weights and finish.—Hogs produced in the corn belt are generally marketed in a finished condition and at such weights as best meet the demands of the market and bring the highest prices. The southern hogs under discussion are not so well fattened or finished as those marketed in the larger hog-raising sections of the North and West. The systems of feeding still common among the cotton-belt farmers also result in the production of hogs that yield a lower percentage of carcass meat than Northern and Western corn-fed hogs. The average live weight of hogs marketed in Florida, Georgia, and Alabama is considerably less than the average weight of hogs marketed in the North and West. Data from typical Northern and southern plants indicate that the corn-belt hogs during the past year were marketed at an average weight of over 50 pounds greater than those received at plants in the South. It is claimed that the lighter Southern hogs do not meet the demands of the general market in this respect. These differences in the finish, carcass yield, and weights of Northern and Southern hogs apparently account for a part of the lower prices paid for hogs in these Southern markets.

Premiums for firm hogs.—There are indications that the packers who purchase hogs in Florida, Georgia, and Alabama are encouraging the production of a type that will compete on an equal basis with the corn-belt type. Most of these packers during the past year paid, and it is understood expect to continue to pay, a premium of $2 or more per hundred pounds for certain sized lots of hogs that chill out hard.

In some cases, hogs are purchased as "guaranteed firm," in which instances higher prices, usually $2 or $3 per hundred pounds, are paid, with the understanding that a refund will be made to the buyers of such hogs as fail to chill out firm. During February and March, 1919, the Cincinnati Abbatoir Co., for instance, bought 65 car lots of hogs at the Montgonery, Ala., stock yards, through a large order buyer. A part of these were purchased as soft and oily hogs at prices ranging from $11 to $13.50 per hundred pounds. The rest were purchased as "guaranteed firm," at prices about $3 per hundred pounds above the soft and oily prices. It appears from the records examined that a portion of the hogs guaranteed firm and purchased as such chilled out soft and oily, and that on this account refunds totaling over $1,800 were made at the rate of $3 per hundred pounds by the order buyer. The order buyer in turn collected the refund amounts from the producers from whom the guaranteed hogs were purchased.

Considerable dissatisfaction appears to have arisen, in many cases, from the fact that farmers who had adopted methods that enabled them to market firmer and better hogs were nevertheless compelled during the year to sell these animals at the prices for soft and oily hogs. However, the packers claim that it is unprofitable for them to handle small lots of these better hogs and the products therefrom separately, when the bulk of hogs slaughtered is soft and oily. Some packers, therefore, have not paid premiums on such small lots, although a few have paid premiums on larger lots in order to stimulate firm pork production. This situation has given rise to considerable complaint among hog growers and shippers, but it is not likely that these conditions will be entirely removed until there is a larger proportional production of firm hogs in this section of the South.

Quality of product. A number of the differences between the hogs of these two sections, accounting for a part of the differences in prices, have already been pointed out. The principal cause of the price difference, however, as pointed out above, appears to be due to the soft and oily quality of the pork products in the section of the South under discussion.

It is generally conceded that standard pork products of the highest market value are derived from hogs produced in the States of the Middle West. These corn-fed hogs produce pork that is firm and of a quality that apparently meets the demands of the trade, while in Florida, Georgia, and Alaba-

ma it was found that the largest proportion of the hogs sold for slaughter produced soft and oily pork products. These products are generally sold at varying discounts under standard firm products, and therefore the hogs that produce these soft and oily products are purchased at lower prices than can be paid for firm hogs.

According to packers, wholesale and retail distributors, and others experienced in handling soft and oily pork products, the following points appear to be regarded as the principal objections to them, and as determining their lower market value.

1. Soft and oily hog carcasses can not be chilled firm and therefore can not be cut and handled as economically as firm carcasses.

2. Soft and oily pork products are less attractive in appearance than firm products, and therefore do not sell as readily to retailers and consumers.

3. The proportion of by-products, such as livers, hearts, kidneys, and casings condemned from soft and oily hogs, is greater than from the firm hogs of the North. This claim that the percentage of condemnation of these by-products is greater in the southern plants than in the North is supported by the statistics of the Bureau of Animal Industry, appearing in the form of special reports made to the chief of the bureau by various plant inspectors. From these reports the following table is compiled showing the percentages of condemnations of hearts, livers, kidneys, and casings at certain northern plants, compared with certain southern plants:

	Percentage Condemned			
	Livers.	Hearts.	Kidneys.	Casings.
Northern Plants.				
Wilson & Co. (Inc.), Chicago, Ill.	9	[1]	3.72	4.55
Swift & Co., South St. Joseph, Mo.	10	1	4	2
Armour & Co., Sioux City, Iowa	.....	6.33	7.5	5
Averages	9.5	3.66	5.07	3.85
Southern Plants.				
Mississippi Packing Co., Natchez, Miss	75	3	75	5
Swift & Co., Andalusia, Ala.	90	1	95	8
Birmingham Packing Co., Birmingham, Ala.	53.3	0	50	45
Macon Packing Co., Macon, Ga.	80	15	[2]45	[2]15
Swift & Co., Moultrie, Ga.	87½	8	68½	8
Chipley Packing Co., Chipley, Fla.	80	0	[3]100	[3]100
Armour & Co., Jacksonville, Fla.	95	0	95	50
Averages	80.1	3.85	75.4	33

[1]No record.
[2]Estimated.
[3]For lack of handling facilities and for lack of market the Chipley plant does not attempt to save any kidneys and casings.

2478 4. Soft and oily pork products shrink more in cure and storage than do firm products. While it is generally claimed than in handling, curing, and storing, of soft and oily products the shrink is excessive, the commission was unable to secure the results of any authoritative tests to determine this question. It is understood that such tests are now being made by the Department of Agriculture, the results of which will doubtless be published by that department.

5. Lard derived from soft and oily hogs does not harden like lard from firm hogs, and generally sells from 1 to 2 cents per pound under the northern product. To enhance its market value this southern lard requires the addition of hog stearin or it must be mixed with about equal parts of firm lard. Obviously either treatment adds to its cost.

6. The market for such firm pork as is produced in the corn belt and has long been considered standard product is world-wide, while the market for soft and oily pork is greatly restricted. This claim is amply substantiated by the commission's findings. Soft and oily products are excluded from the Chicago Board of Trade and are not purchased by the Army or Navy nor by export buyers. The markets of the

North and West provide only a limited outlet for these products. Even in the North, where most of the soft and oily pork is consumed, it generally does not sell as readily, even at lower prices, as does the firmer standard products shipped in from the North and West.

Improvement in Methods of Hog Production.

While at present the great majority of the hogs raised for market in the specified regions of Florida, Georgia, and Alabama produce soft and oily pork products, having a lower market value than firm pork, there are indications that the farmers in this section are adopting methods of breeding and feeding that are enabling them to produce hogs of a better quality. Not only are these farmers improving their methods of breeding and feeding, but they are adopting rapidly through cooperative sales and shipping associations, more advantageous ways of marketing their hogs. The United States Department of Agriculture and some of the Southern State agricultural colleges are aiding greatly in bringing about these improvements. General adoption of these better methods of production and an extension of the periods of marketing hogs more evenly over the year should result, it would appear, in greatly reducing the live-hog differentials now obtaining in this section of the South and would thereby tend to remedy the conditions upon which the present complaint is founded.

VICTOR MURDOCK, *Chairman.*
HUSTON THOMPSON.
WILLIAM B. COLVER.

February 2, 1920.

2479 RESPONDENT'S EXHIBIT No. 2.

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of).

A press summary released for use on July 12, 1921, by the Bureau of the Census, Department of Commerce, covering Livestock and Livestock Products in the State of Georgia.

Among other things, it shows the preliminary figures from the Census of Agriculture for Georgia as of January 1, 1920.

2,071,051 Swine in the State of Georgia.
1,034,173 Pigs under six months old.
363,729 Sows and Gilts for breeding.
30,170 Boars for breeding.
642,979 all other hogs.
The reported value for Swine was $20,559,953.00.

ndent's
ibit No. 2480 RESP. EX. 3

LIVE STOCK SLAUGHTERED BY YEARS.
MOULTRIE, GA. PLANT.

1917	CATTLE	HOGS
(July through December)	2,573	26,556
1918	18,008	72,666
1919	10,381	103,099
1920	8,578	65,281
1921	3,626	36,080

(January through June)
Docket 453
July 15, 1921
Witness Smith
Reporter McRae

2481 RESPONDENT'S EXHIBIT No. 4 Respondent Exhibit 4.

is eleven statements showing the weekly statement of E. N. Wood, Birmingham, Alabama, with Moultrie Packing Company, Moultrie, Ga., as follows:

1/10/17—Commissions, December, 1916.

102#	Fresh @ ½	.51	
160.77	Cured @ 2½%	4.02	
		4.53	
12/9/16	Inv.	2.37	
		2.16	

2/10/17—Commissions, January, 1917.

96.06	Cured @ 2½%	2.40	

3/6/17—Commissions, February, 1917.

1543.23	Cured @ 2½%	38.68	

3/31/17—Commissions, March, 1917

50#	Sausage @ 1c per lb.	.50	
3497.41	Cured @ 2½%	87.44	
		87.94	

4/30/17—Commissions, April, 1917

15#	Sausage @ 1c	.15	
7775.06	Cured @ 2½%	194.38	
		194.53	

6/8/17—Commissions, May, 1917

182#	Sausage @ 1c	1.82	
87#	Fresh @ ½c	.43	
7012.00	Cured @ 2½%	175.30	
72.53	" April @ 2½%	1.81	179.36
	Overs to pay drayage		6.50
			185.86

2482

7 /7 /17—Commissions, June, 1917.

335#	Sausage	@	1c lb.	3.35	
4459.39	Cured	@	2½%	111.48	
					114.83
	Drayage				1.50
					116.33

Voucher 95 Commissions, July, 1917.

54#	Sausage	@	1c lb.	.54	
1423.24	Cured	@	2½%	35.58	36.12

8 /15 /17—Commissions, Aug. 1-15, 1917.

199.55	Cured		2½%	5.00

9 /20 /17—Commission Account for Sept. 1st to 16th,

171.73—	Cured		2½%	4.29	
	50c Average Left off			.50	
				4.79	

10 /3 /17—Commission account from Sept. 16th to Oct. 1

1,132.23	Cured		2%	22.64

2483 RESPONDENT'S EXHIBIT No. 5. Respon Exhi 5.

is 19 statements showing the weekly statement of M. M. Stanaland, Atlanta, Ga., with Moultrie Packing Company, Moultrie, Georgia, as follows:

7/7/17—Commissions, June, 1917.			
50# Sausage @ 1c lb.		.50	
23153# Fresh @ 1½c		115.76	
12881.90 Cured @ 2½%		322.05	438.31
83099# @ 6c drayage		49.86	49.86
Ice & Storage			
			488.17
Telegrams			2.58
			485.59
12/10/16—Commissions, November, 1916.			
Fresh 92480# ½c lb.		462.40	
Cured 14215.35 @ 2½%		355.38	817.78
Ice and Storage 184386# @ 6c			110.63
			928.41
11/11/16—Commissions, October, 1916.			
59030# Fresh @ ½c		295.15	
5057.05 Cured @ 2½%		126.43	
		421.58	
Ice and Storage			
91022# Meat		54.61	476.19
4/30/17—Commissions, April, 1917			
114041# Fresh @ ½c		570.20	
20164.61 Cured @ 2½%		504.11	
		1074.31	
213244 @ 6c		127.94	1202.25
Telegrams			2.78
			1199.47
3/31/17—Commissions, March, 1917			
130345# Fresh @ ½c		651.72	
16119.77 Cured @ 2½%		402.99	
		1054.71	
223137# @ 6c		133.88	1188.59
Telegrams			5.33
			1183.26

This does not include the last day of Mch.
* taken in April account.

2484

9/15/16—Commissions

Fr. Meat 19887# @ ½c	99.44	
Cured " 4854.77 @ 2½	121.37	
Icing for 51490# @ 6c Cwt.	30.89	
	251.70	

1/10/17—Commissions, December, 1916

164# Sausage @ 1c	1.64	
117785# Fresh @ ½c	588.92	
5305.21 Cured @ 2½%	132.63	
	723.19	
Ice & Storage		
147333# @ 6c	88.40	
		811.59

8/1/16—

Fr. Meat Sales, July 10902# @ ½c	54.51	
Cured " " " 3681.88 @ 2½c	92.04	
Icing, Storage & Drayage 37850# @ 6c Cwt	22.71	
	169.26	

6/8/11—Commissions, May, 1917

920# Sausage @ 1c	9.20	
67830 Fresh @ ½c	339.15	
16605.40 Cured @ 2½%	415.13	
	763.48	
150225# @ 6c	90.13	
		853.61
Telegrams		3.32
		850.29

6/30/16

Cured Meat 482280 @ 2½	120.57	
	56.66	
	177.23	
	27.47	
	204.66	

2/10/17—Commissions, January, 1917

121083# Fresh @ ½c	605.41	
6610.21 Cured @ 2½%	165.26	770.67
164013# Ice & Storage @ 6c		98.40
		869.07
		4.53
		864.54

2485

3/6/17—Commissions, Feby, 1917.

114294#	Fresh @ ½c lb.	571.47	
25#	Sausage @ 1c	.25	
11175.81	Cured @ 2½%	279.40	
		851.12	
181166#	Ice & Storage @ 6c	108.69	
			959.81
	Telegrams		4.17
			955.64
Lard Contracts—R. I. Barge		2.25	
	Kelley Bros. Co.	5.48	
	J. T. Bell	.85	
	L. L. McGahee	.95	
	Nickajack Milling & G.	1.50	
	Weeks Bros.	.23	
			11.26
			944.38
10/2/16			
Sausage 14# @ 1c		.14	
Fresh Meat 18149 @ ½		90.75	
Cured Meat 3677.56 @ 2½		91.94	
Icing & Storage 42593# @ 6c		25.56	208.39
Returned from City of Atlanta		9.37	
L. W. Rogers 374.89 @ 2½		1.28	
" " " 2135# @ 6c		1.28	
		10.65	
	Balance		197.74
6/1/16—May Sales			
41800#	Fresh @ ½c	209.00	
10,955.48	Cured 2½%	274.88	
			483.88
Icing & Drayage 127451# 6c			76.47
			$560.35
Telegrams Dec. to June 1			20.78
			$539.57
3/11/16—Commission Account, February, 1916.			
Sausage 297# @ 1c per lb		2.97	
Fresh Meat 86097# @ ½c		430.48	
Cured Meat 5168.64 @ 2½%		129.22	
			562.67
Icing and Drayage 136585# @ 6c			81.95
			$644.62

2486

12/10/15—Commissions, November, 1915

Sausage 322# @ 1c lb.	3.22	
Pig Feet 991# @ ½c	4.95	
Fresh Meat 38282# @ ½c	191.41	
Cured Meat 469.73 @ 2½%	11.73	
		211.31

Aycock & Stanaland, Commissions, Jan. 1916.

Sausage 345# @ 1c	3.45	
Pig Feet 15# @ ½c	.07	
Fresh Meat 79149# @ ½c	395.75	
Cured Meat 4377.41 @ 2½%	109.44	508.71
Icing & Drayage 192314# @ 6c		115.39
		624.10
2/7 Check		300.00
		324.10

1/10/16—Commissions, Dec., 1915.

Sausage, 467# @ 1c lb.	4.67	
Pig Feet 452# @ ½c	2.26	
Fresh Meat 53626# @ ½c	268.13	
Cured Meat 1073.10 @ 2½%	26.83	301.89
November Telegraph Acct.	2.65	
December " "	1.82	4.47
		297.42

4/7/16—Commission Acct., March, 1916.

Sausage 322# @ 1c	3.22	
Pig Feet 135# @ ½c	.67	
Fresh Meat 76643# @ ½c	383.21	
Cured Meat 6413.11 @ 2½%	160.33	547.43
Icing & Drayage 143229# @ 6c		85.94
		633.37

5/1/16—April Sales

64#	Sausage @ 1c	.64
89294#	Fresh Meat ½c	446.47
$19,682.09	Cured 2½%	492.05
		939.16

2187 **RESPONDENT'S EXHIBIT #6** Respond Exhibit 6.

is 21 statements showing the weekly statement of Sam T. Smith, Jacksonville, Fla., with the Moultrie Packing Company, Moultrie, Ga., as follows:

7/7/17—Commissions, June, 1917

658#	Sausage @ 1c	6.58	
21097#	Fresh @ ½c	105.48	
4519.38	Cured @ 2½%	112.98	225.04

8/10/16—Commission Acct., July, 1916

Sausage	739# @ 1c	7.39	
Pig Feet	20# @ ½c	.10	
Fresh	9212# @ ½c	46.06	
Cured	2596.59 @ 2½%	64.91	
			118.46
Past Due Accounts			
	Eighth St. Mkt.	29.70	
	F. J. George	46.07	
	C. T. Moody	50.06	
	Riverside Cash Mkt.	340.42	
		466.25	
	2% On		11.66
			106.80

12/10/16—Commissions, November, 1916

Sausage	1620# @ 1c	16.20	
Pig Feet	831# @ ½c	8.31	
Fresh	59921# @ ½c	299.60	
Cured	1798.46 @ 2½%	44.96	
			369.07

9/5/16—

Sausage 450# @ 1c		4.50	
Fresh Meat 7787# @ ½		38.94	
Cured Meat 2830.66 @ 2½		70.77	
			114.21

3/6/17—Commissions, Feby., 1917

68720#	Fresh @ ½c	343.60	
782#	Sausage @ 1c	7.82	
625#	Pig Feet @ ½c	3.12	
$2558.51	Cured @ 2½%	63.96	418.50
Past Due Accounts.			
	B. A. Patten	52.08	
	Mike Toney	25.00	
	A. E. Goss	19.77	
	H. F. Coffey	18.51	
	United Cash Mkt.	97.41	
		212.77	
	2½%		5.32
			$413.18

2488

10/2/16—			
Sausage	303# @ 1c	3.03	
Fr. Meat	13453# @ ½	67.27	
Cured	$2019.82 @ 2½%	50.50	
			120.80
1/10/17—Commissions, Dec., 1916.			
1129#	Sausage @ 1c	11.29	
549#	Pig Feet @ ½	2.74	
53343#	Fresh @ ½	266.71	
1906.22	Cured @ 2½%	47.16	
			327.90
3/31/17—Commissions, March, 1917.			
892#	Sausage @ 1c	8.92	
897#	Pig Feet @ ½c	4.48	
62177#	Fresh @ ½	310.89	
3502.68	Cured @ 2½%	87.56	
			411.85
Past Due Accounts paid			
	Mike Toney	25.00	
	United Cash	67.28	
		92.28 @ 2½	2.30
			414.15
11/11/16—Commission Statement, Oct., 1916			
200#	Sausage @ 1c	2.00	
74#	Pig Feet @ ½	.37	
25322#	Fresh @ ½	126.61	
$721.91	Cured @ 2½%	18.05	147.03
4/30/17—Commissions, April, 1917.			
1041#	Sausage @ 1c	10.41	
196#	Pig Feet @ ½	.98	
55915#	Fresh @ ½	279.57	
4490.59	Cured @ 2½%	112.26	
			403.22
5/2		91.20	
		39.29	130.49
			272.74
2/10/17—Commissions, January, 1917			
1192#	Sausage @ 1c	11.92	
547#	Pig Feet @ ½	2.73	
97364#	Fresh @ ½	486.82	
1642.70	Cured @ 2½%	41.06	
			542.53

2489

6/8/17—Commissions, May, 1917

1578#	Sausage @ 1c	15.78	
50897#	Fresh ½	254.48	
6334.46	Cured 2½%	158.46	428.72
Acct. W. H. Wallace, Past Due 323.72 @ 2½%			8.09
			420.63

11/10/15—Commissions for October 1915

Sausage 207# @ 1c	2.07	
Pig Feet 176# @ ½c	.88	
Fresh Meat 15032# @ ½c	75.16	
Fresh Meat 1729.92 @ 2½%	43.25	
		121.35

Commissions for January, 1916

Sausage 1631# @ 1c	16.31	
Fresh Meat 77603# @ ½	388.01	
Cured Meat 3006.02 @ 2½%	75.15	
		479.47

10/30/16—		
Cured Meat 2893.19 @ 2½	72.33	
Fresh " 8390# @ ½	41.95	
Pig Feet 116#	.58	
Sausage 568# @ 1c	5.68	
		120.54

1/10/16—Commissions, December, 1915.

Sausage 29# @ 1c	.29	
Pig Feet 691# @ ½	3.45	
Fresh Meat 55956# @ - ½c	279.78	
Cured Meat $1084.62 :@ 2½%	27.12	
		310.64

6/1/16—May Sales			
1306#	Sausage @ 1c	13.06	
88#	Pig Feet @ 1c	.88	
21731#	Fresh Meat ½c	108.65	
$4,861.12	Cured @ 2½%	121.52	$244.11
4/7	Springfield Gro. Co.	19.00	
	Sanitary Mkt.	76.17	
	Duval Mkt.	51.44	
	Cordray Co.	9.32	
	2½% on	155.93	3.90
			$240.21

2490

April—

	Fresh Meat	37923# @ ½	189.61	
	Cured Meat	3863.93 @ 2½%	71.60	
	Sausage	998# @ 1	9.98	
	Pig Feet	115# @ 1	.57	
			271.76	
5/12	Chech		220.40	
				51.36

12/10/15—Commissions, November, 1915.

Pig Feet	339# @ ½	1.69	
Fresh Meat	29841# @2½	149.20	
Cured Meat	504.91 @ 2½%	12.62	
			163.51
	Omission Oct. report		1.51
			165.02

3/10/16—Commission Account, February, 1916

Sausage	1338# @ 1c	13.38	
Fresh Meat	98706# @ ½c	493.53	
Cured Meat	3959.84 @ 2½%	98.99	
			605.90

4/10/16—Commission Account, March, 1916.

Sausage	1360# @ 1c	13.60	
Pig Feet	90# @ ½	.45	
Fresh Meat	74155# @ ½	370.77	
Cured Meat	5058.44 @ 2½%	125.46	511.28

2491 RESP. EX. 7

July 15, 1921.

Respondent's Exhibit 7.

Cars to Swift & Company, Branch Houses,
From Moultrie, Georgia, Plant.

	1918	1919	1920
Anniston, Ala.			1
Asheville, N. C.	1		
Atlanta, Ga.	65	71	49
Augusta, Ga.	54	49	28
Baltimore, Md.	13	2	
Buffalo, N. Y.		2	
Charleston, S. C.	43	57	51
Charlotte, N. C.	2		2
Chattanooga, Tenn.	14	16	1
Chester, S. C.	1	3	
Chicago, Ill. State Street Market		2	1
Columbia, S. C.	31	16	48
Columbus, Ga.	25	33	36
Denver, Col.			1
Detroit, Mich.		1	
Eufaula, Ala.	1		
Fayetteville, N. C.		1	
Florence, S. C.	4	3	
Greenville, S. C.	35	16	26
Greenwood, S. C.		1	
Jacksonville, Fla.	41	46	54
Jersey City, N. J.	1		
Knoxville, Tenn.	3	3	2
Louisville, Ky.	1		
Macon, Ga.	48	51	54
Miami, Fla.		7	24
Mobile, Ala.		1	
Nashville, Tenn.	6	6	
New Orleans, La.		1	
New York, N. Y.		1	
Norfolk, Va.	11	1	2
Philadelphia, Pa.	1	2	
Pittsburg, Pa.	1	1	
Richmond, Va.	3		
Rocky Mount, N. C.		4	1
Salisbury, N. C.	2		
Savannah, Ga.	20	41	38
Shenandoah, Pa.	1		
South Omaha, Neb.			1
Spartanburg, S. C.	23	9	23
Tampa, Fla.	23	38	27
Valdosta, Ga. *	17	5	
Washington, D. C.		3	
Wilmington, N. C.	6	4	

*Valdosta branch discontinued in April 1919—

t's No. 2492 DOCKET 453 RESP. EX. 8

Sales to Swift & Company, Jacksonville, Fla.
from- Moultrie Plant.

	Wt.	Amt.	
1917		$31,820.52	July through December,
1918	754,386#	182,459.65	
1919	835,481	197,528.97	
1920	938,392	213,419.63	

Sales to Swift & Company, Atlanta, Ga.
from- Moultrie Plant.

	Wt.	Amt.	
1917		$61,457.66	July through December.
1918	950,012#	202,294.15	
1919	948,103	201,444.45	
1920	740,841	161,255.88	

1558

Resp. Ex. 9

Resp. Ex. 10

1555

2494 RESPONDENT'S EXHIBITS 11 AND 12. Respondent Exhibits 11 and 1 (referred

(maps)
filed as physical exhibits.

2495 RESP. EX. 13 Respondent Exhibit 13.

SWIFT & COMPANY
MOULTRIE, GA.

INVESTMENT IN BUILDINGS AND MACHINERY OF SWIFT & COMPANY AT MOULTRIE, GA., OCTOBER 30Th, 1920.

Total Investment

Bldg. No.	Bldgs.	Mchy.	Total (Both)
1	14,671.54		14,671.54
2	204,335.77	34,844.08	239,179.85
3	78,939.19	38,721.18	117,660.37
4	63,085.17	25,203.83	88,289.00
5	47,158.70	48,995.57	96,154.27
6	3,956.72	9,134.49	13,091.21
7	700.00		700.00
8	31,176.58	15,341/06	46,517.64
9	34,004.99	18,522.90	52,527.89
10	83,445.28	142,907.72	226,353.00
11	10,703.74	2,726.37	13,430.11
12	27,308.06	8,826.90	36,134.96
13	1,729.49	2,980.95	4,710.44
14	685.25	2,926.52	3,611.77
15	500.00		500.00
16	55,646.01	11,561.54	67,207.55
Sewer Line	7,770.26		7,770.26
Fire "	8,070.71		8,070.71
New Well	5,165.09		5,165.09
Old "	5,262.80		5,262.80

2496

Cistern	7,215.59		7,215.59
Catch Basin	2,405.04	1,773.74	4,178.78
Q. Pens	11,107.15	4,771.94	15,879.09
Hog Feed Pens	10,250.27		10,250.27
Cattle	681.14		681.14
Fence	6,069.65		6,069.65
Yards	12,317.57	1,786.74	14,104.31
Tracks	4,886.98		4,886.98
Spray Pond	7,602.56	1,550.00	9,152.56
Total	746,851.30	372,575.53	1119,426.83
Deduct Item For Purchase of Railroad tracks Carried on Chicago books	4650.15		4650.15
	$742,201.15		$1,114,776.68

2497 RESPONDENT'S EXHIBITS

Respondent Exhibits 14, 15 and 16 (referred to).

No. 14—pamphlet
"Grow Hogs In The South"

No. 15—pamphlet
"Grow Hogs In The South
that will produce
pork for the
world's markets"

No. 16—pamphlet
"The Two-Crop Hog Plan
for
Southwest Georgia"

These three exhibits filed as physical exhibits.

FEDERAL TRADE COMMISSION
vs
SWIFT & CO.

Resp. Ex 17 Docket 45.5
July 18, 1921
Witness McDowell Reporter MacRae

RESP. EX. 17.

1920 HOG FEEDING EXPERIMENTS
Conducted By
GEORGIA STATE COLLEGE OF AGRICULTURE
Division of Animal Husbandry, Athens, Ga.
and Swift & Co., Moultrie, Ga.
Co-operating
83 Days on Feed. Off Feed June 10th

Feeding Started March 19th.	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8	Lot 9	Lot 10
Average Daily Ration in Lbs. per Head	Corn Meal 4.39	Corn Meal 2.83	Corn Meal 3.58	Sweet Potatoes 7.73	Sweet Potatoes 6.28	Corn Meal 1.42	Corn Meal 1.98	Corn Meal 5.76	Shelled Corn 5.37	Shelled Corn 3.44
	Peanut Meal 1.90	Peanut Meal 2.83	Peanut Meal 1.12	Corn Meal 3.27	Corn Meal 3.23	Velvet Bean Meal 1.42	Velvet Bean Meal 1.98	Tankage .61	Tankage .42	Self-Feeder
	Mixed Self Feeder	Mixed Self Feeder	Selective Method Self Feeder	Tankage 90 *	Peanut Meal 1.48 *	Mixed Self-Feeder	Tankage .22 Mixed Self Feeder	Mixed Self-Feeder	Selective Method Self-Feeder	
Initial weight per head in lbs.	107	105.5	106	109	106.5	98	100.9	115.4	115.5	110.4
Final weight per head in lbs.	224.7	203.1	190.5	229.5	206.5	143.3	179.3	231.4	232.7	159.8
Average weight per head in lbs.	117.7	97.6	84.5	120.5	100	45.3	78.4	116	117.2	49.4
Average daily gain per head in lbs.	1.42	1.18	1.02	1.45	1.20	.55	.94	1.40	1.41	.60
Total feed consumed in lbs. per head	522	470	391	913	849	236	347	529	481	286
Feed consumed in lbs. per 100 lbs. gain	461	480	479	819	912	530	530	456	4.31	614

Cost of 100 lbs. gain	$12.34	$13.97	$12.47	$13.32	$15.18	$11.32	$12.23	$11.94	$10.61	$13.70
Dressing per cent. on two avg. hogs each pen	80.7	82.6	81.1	81.9	81.9	75.3	78.7	81.1	84.8	84.2
FINANCIAL STATEMENT										
Initial cost per head @ $9.40 per cwt.	$10.05	$ 9.92	$ 9.96	$10.25	$10.01	$ 9.21	$ 9.48	$10.85	$10.86	$10.38
Feed cost per head	$14.01	$13.68	$10.20	$16.07	$15.18	$ 5.04	$ 7.88	$13.84	$11.84	$ 6.39
Interest on Inv. at 7 per cent. per annum	$ .42	$ .41	$ .35	$ .42	$ .44	$ .25	$ .30	$ .43	$ .40	$ .29
Total cost per head	$24.48	$24.01	$20.51	$26.78	$25.63	$14.50	$17.66	$25.12	$23.10	$17.06
Value per cwt. June 11, 1920	$14.75	$14.75	$14.54	$14.75	$14.75	$13.79	$14.75	$14.75	$14.75	$13.63
Selling price per head	$38.14	$29.96	$27.69	$33.85	$30.46	$19.84	$26.45	$34.14	$23.32	$21.79
Profit per head	$ 8.66	$ 5.95	$ 7.18	$ 7.07	$ 4.88	$ 5.34	$ 8.79	$ 9.01	$11.22	$ 4.75
Days required to make No. 2's	20	25	29	18	24	68	37	22	22	40
Days required to make No. 1's	41	50	58	38	49	122½	68	43	43	90
Feed cost to make No. 1's	$ 9.87	$ 8.38	$ 7.48	$ 7.46	$ 9.11	$ 7.58	$ 7.83	$ 5.97	$ 5.31	$ 7.54

Prices charged on feed December 1, 1919, Shelled Corn $1.25 per bushel, Corn Meal $1.30 per bushel, Peanut Meal $70.00 per ton, Tankage $108 per ton, Sweet Potatoes 50c per bushel (field run), Velvet Beans $30 per ton plus $9.00 per ton for shelling and grinding.

* Lot 4 and 5.—Corn Meal and Tankage Mixed, Corn and Peanut Meal mixed and fed through self-feeder. Sweet Potatoes fed twice daily by hand in such amounts that hogs would consume proportional amounts of Corn Meal, Peanut Meal and Tankage.

dent's
bit No. 2499 RESP. EX. 18.

Results by Years

1917—3 Mos.
(July, Aug., Sept.) *$5,707.16 Interest on investment not calculated
1918—13 Mos.
(Oct. Nov. Dec. 1917
(Jan. through Oct. 1918) **$273,768.22 Interest @ 8% on investment calculated
1919—12 Mos.
(Nov. 1918 through Oct. 1919) **$259,477.93 Interest @ 8% on investment calculated
1920—12 Mos.
(Nov. 1919 through Oct. 1920) **$214,871.89 Interest @ 8% on investment calculated
1921—8 Mos.
(Nov. 1920 through June 1921) **$231,011.87 Interest @ 8% on investment calculated

Results Figures underlined in black are Profits. Those underlined in Red are Losses.

Docket 453
Witness Smith, July 18, 1921

(*Shows figures underlined in black. **Show figures underlined in red.)

2500 RESPONDENT'S EXHIBIT No. 19

Respondent Exhibit 19.

PRICES PAID FOR COTTON BY MOULTRIE COTTON MILLS, MOULTRIE, GA.

1914	
Apr.	12½—12⅝—12c—11⅝
July	12½—12—11½
Oct.	7—6¾—6½—6c—5½
Dec.	6⅝—6¾—5⅞—5¼—5c
1915	
Apr.	8½—7¾—7½
July	8c—8⅛—7⅞—7½
Oct.	11¾—11¼—10⅞—10½
Dec.	11⅝—11½—11¼—10¾—10½
1916	
Apr.	11⅜—11¼—11½
July	10¾
Oct.	16c—15⅞—16⅛—16¼
Nov.	18½—18¼—18c—17¾—18¾—19c
1917	
Apr.	18½—19½—20c
July	
Oct.	25½—27½—27¾
Dec.	

1918	
Apr.	31c—32c
July	27¾
Oct.	31c—32½—32½—33c
Dec.	26c—25⅞
1919	
Apr.	25c
July	31½—31⅝—32½—33½
Oct.	29c—30½—31½—33.70
Dec.	37c—36½
1920	
Apr.	41c—40.58—40.41—40.92—41.53
July	40.72—40.06
Oct.	22½—22.05—21.22—21.44—22.11—19½—18c—17.13—16.14
Dec.	12⅜—12.34—13.31—14¼—12.45

2501 RESP. EX. No. 20

Respondent's Exhibit 20.

PLANT—MOULTRIE, GA.
OUTSIDE PURCHASES BY YEARS.

	1918 (1/1 to 10/30)	1919 (11/1/18 to 10/30/19)	1920 (11/1/19 to 10/30/20)
Fresh Meats	350,363#	968,317#	1,590,563#
Other Meats	1,271,432#	2,066,286#	4,210,777#
Lard & Shortening	991,916#	966,039#	1,584,344#
Miscellaneous	1,063,730#	1,552,946#	2,041,406#
Total	3,677,441#	5,553,588#	9,427,090#

PART OF EX. 20 (RESP.)

PURCHASES 1918 FISCAL YEAR

1918	Beef	Fresh & Froz Pork	Compound	Butterine	Soap	D. S. Pork	S. P. Pork	Smo Pork	Lard	Sausage	Canned Meats	Butter	Eggs	Cheese
Jan			200 40				95 00			94 94	344 41		67 50	70 43
Feb			295 75		456 01		5 00				183 06	29 40		180 39
March			835 88	49 47	376 15	27 37	35 43	10 30			189 11	53 15		129 63
April	95 37	97 79	895 77	10 00	932 28		50 00	7 89			252 94	80 40		263 61
May	192 09	580 10	1588 73	17 50	856 61	40 00	255 90		91 48	57 15	487 79	123 60		537 50
June	192 09	115 37	557 95	22 00	324 70	5 00	595 00		15	59 22	97 13	72 00		578 13
July			877 69	9 00	83 57	361 17	637 00			101 68	14 25	335 85		772 63
Aug	176 73	532 53	854 50		661 00	341 71	311 25		7 12	364 25	221 49	33 00	180 10	278 89
Sept	352 89	390 69	1278 66		313 50	20 00 44	1214 63		125 01	198 00	222 79	1 50	198 45	591 93
Oct	417 26	350 04	1375 92		21 55	2157 21	614 90	8	934 15	683 75	317 08	281 35	404 55	1259 97
	1437 11	2066 52	8761 25	107 97	4025 37	4992 90	3814 11	18 27	1157 91	1558 99	2330 05	1010 25	850 60	4643 11

1919 FISCAL YEAR

1919														
Nov. 1918	112 70	403 68	1739 13		484 99	1126 76	440 00		89 66	300 39	631 00	151 90	407 70	732 04
Dec 1918	273 93	66 55	970 41	50 40	1057 64	580 50	106 22		3 65	103 71	83 90	215 21	218 25	4 20
Jan	431 90	110 46	50 64	28 30	21 50		389 99	1 53		163 77	250 30	238 80	18 45	306 60
Feb	140 41	336 94	142 23	27 00	472 30	120 31	152 54		73 95	1 20	44 01	12 30	41 75	90 17
March	293 95	280 67	588 09	6 30	749 37	5 00	220 00	6 63	278 51	50 75	184 57	114 10	89 62	89 11
April	386 13	172 13	1032 95	31 48	339 55	45 75	410 86			635 00	376 01	217 20	1 77	615 52
May	310 98	198 42	711 70	9 00		20 48	330 00		20 00	1 74	279 89	22 50	31 92	176 75
June	78 63	80 51	548 72	9 30	336 25	585 33	80 00	2 95	50	2 91	293 68	155 10	18 00	413 58
July	350 93	810 90	2222 03	21 50	957 34	930 50	564 24	10 26	24 45	574 13	1358 30	253 50	7 20	241 49
Aug	621 27	719 11	132 00	7 10	1490 50	495 00	530 00	40		10 00	238 06	304 95	71 10	595 96
Sept	447 87	1823 33	255 30	15 80	439 66	1999 52	1066 47	24 69	56 69	406 02	335 69	283 99	48 60	679 89
Oct	567 07	664 70	648 79	44 90	824 93	2385 08	934 45	4 55	70 99	80 05	687 77	489 10	61 65	684 38
	4015 77	5667 40	9041 99	251 08	7174 03	8294 23	5224 77	51 01	618 40	2329 67	4763 18	2458 65	1016 01	4629 69

	1918		1919	
Fresh Meats	3503 63	Fresh Meats	9683 17	
Other Meats	12714 32	Other Meats	20662 86	
Lard & Compound	9919 16	Lard & Compound	9660 39	
Misc'l	10637 30	Misc'l	15529 46	
	36774 41		55535 88	

PART OF EX. 20 (RESP.)

PURCHASES 1920 FISCAL YEAR

1920	Beef	Fresh & Froz Pork	Com-pound	Butter-ine	Soap	D. S. Pork	S. P. Pork	Smo. Pork	Lard	Sau-sage	Canned Goods	Butter	Eggs	Cheese	Lard Mfg.
Nov	100 57	275 83	1723 36	14 70	339 00	3052 14	2902 57			110 74	264 05	209 50	45 00		
Dec	267 30	436 89	877 65	83 50	804 22	1261 66	125 00		94 75	226 50	172 00	24 00	258 75	446 64	
Jan	244 82	161 43	465 77		1004 90	9 68	270 78	27	136 60	22 42	960 08	142 70	3 58	192 26	
Feb	331 43	387 13	1393 39	2 70	470 38	498 44	141 54	3 78	109 90	92 93	329 60	30 70	49 92	385 52	
March	170 60	560 74	306 00	18 99	1221 90	58 36	201 40	2 11	285 00	222 31	100 56	279 77	31 42	389 95	
April	452 28	768 65	944 81	30 50	472 80	3 00	5 00	1 10	132 50	63	121 20	230 70	30 40	777 10	
May	1974 39	2372 76	1226 44	31 10	801 36	746 18	686 82	22 20	183 00	905 90	155 16	266 50	13 05	409 56	
June	350 23	2317 58	1344 77	50 30	655 46	2616 78	196 00	97	656 70	1450 05	454 81	265 50	5 85	22 79	
July	103 16	1276 29	1061 00	13 80	1807 56	2997 98	794 52	37 07	202 12	1105 16	51 51	122 00	4 95	361 18	
Aug	183 36	1012 59	978 16	2 50	1043 67	2464 81	770 00	25 74	192 50	1041 92	164 19	447 00	183 60	287 60	
Sept	29 59	485 00	784 20		1013 50	4417 16	500 12	13 50	183 00	1679 53	96 74	243 00	180 00	1267 54	
Oct.	249 06	1393 95	2036 99		861 95	1510 95	1003 20	116 64	473 97	2022 83	84 34	310 92	180 45	1469 67	50 76
	4456 79	11448 84	13142 54	248 09	10596 70	3715 14	6696 95	223 38	2650 14	8880 92	2954 24	2572 49	986 97	6009 81	50 76
						23352 28									

	1920
Fresh Meats	15905 63
Other Meats	42107 77
Lard & Compound	15843 44
Misc'l	20414 06
	94270 90

2504 RESPONDENT'S EX. 21

GEORGIA NORTHERN RAILWAY COMPANY
Flint River & Northeastern Railroad Co.

STATEMENT
of
Packing House Products and Live Stock,
Received at And Forwarded From
Moultrie, Ga.
January 1st, 1914 to December 31st, 1920
Inclusive

Divided into three periods as follows:

		Received	Forwarded
Period: Jany 1st, 1914 to Dec. 31st, 1914—		506,577	688,202
Received	506,577		
Forwarded	688,202		
Total received and forwarded	1,194,779		

		Mo. Pkg. Co.	others
Period: Jany 1st, 1915 to June 30th, 1917—		39345905	1429665
Not divided as to received and forwarded.			
Moultrie Packing Co	39,345,905		
Others	1,429,665		
Total received and forwarded Moultrie Packing Co. and others	40,775,570		

Period: July 1st, 1917 to Dec. 31st, 1920-	Swift & Co.		Others	
	Received	Forwarded	Received	Forwarded
	67458891	44497455	2460185	720465
Swift & Co. rec'd	67458891	Others rec'd	2460185	
Swift & Co. Ford	44497455	Others Ford	720465	
Total received and forwarded	111956346		3180650	
Total Swift & Co. rec'd and ford			111956346	
Total others received and forwarded			3180650	
Total received and forwarded S&Co. and others			114136996	

—Recapitulation—

		Average per month
Total rec'd and ford period 1 /1 /14 to 12 /31 /14—12 months	1194779	99565
Total rec'd and ford period 1 /1 /15 to 6 /30 /17—30 Months	40775570	1359186
Total rec'd and ford period 6 /30 /17 to 12 /31 /20—42 months	114136996	2717547

I hereby certify that the above figures were compiled under my personal supervision and to the best of my knowledge and belief are correct. Same were taken from permanent records on file with the Georgia Northern Railway Company.

(Signed) C. O. HUFF
Chief Clerk
Accounting Department
Georgia Northern Railway Company

2505 RESPONDENT'S EXHIBIT No. 22

Respondent Exhibit 22 (refer to).

is filed between Comm. Ex. 183 and 184
(Schedule B)

2506 RESPONDENT'S EX. 23.

Respondent Exhibits 23 and 2

Swift & Company,
Andalusia, Ala.

Results of the operation of the Andalusia plant fiscal years. Results are based upon purchase price of product at market value, actual expenses of operation and supervision, 8% interest on investment, and market value of product at time of shipment.

****

1917	Aug. Sept. & Oct.	$ 3,749.59	Profit
1918	52 Weeks	$120,422.96	Loss
1919	52 Weeks	$195,157.54	Loss
1920	52 Weeks	$172,386.53	Loss
1921	35 Weeks to July 2nd.	$172,579.72	Loss

Fiscal year is November to October inclusive.

2507 RESPONDENT'S EX. 24

Swift & Company
Andalusia, Ala.

CATTLE KILLED BY MONTHS ANDALUSIA ALABAMA.

	1916	1917	1918		1919		1920		1921	
	1916	1917	Loc.	O.S.	Loc.	O.S.	Loc.	O.S.	Loc.	O.S.
January		130	800		2113	202	1343	148	921	
February		173	636		1449	42	714	134	866	
March		56	1187		1184	466	308	36	884	None
April		190	1556		789	78	357	135	922	
May	No	383	1364		210		95	157	577	
June	Re-	661	1315	213	338		287	186	382	
July	cord	148	1658	296	354	301	527	279		
August		263	844	340	385	291	499	355		
September		452	731	685	709	194	437	350		
October		477	1698	325	323	789	844	173		
November		198	898	364	193	672	535	109		
December		247	1001	343	357	320	679			
TOTAL		3378	18620	2566	8404	3355	6625	2062	4552	000

Note
Loc.—is purchased locally.
O. S.—is purchased outside (Montgomery Etc.)

2508 RESP. EX. 25

Swift & Company
Andalusia, Ala.

HOGS KILLED BY MONTHS ANDALUSIA ALABAMA.

	1917	1918		1919		1920		1921	
		Loc.	O.S.	Loc.	O.S.	Loc.	O.S.	Loc.	O.S.
January		10714		13477		11457	1090	4642	5674
February		9902		8906		9174	403	5183	4410
March		8742		7044		5419	332	2744	3005
April		4180		6888	210	4458		1382	560
May	1818	2031	469	3854	102	2150	568	938	679
June	1032	1796	841	1922	231	850	1267	96	
July	601	1975	893	1374	699	421			
August	628	2409	181	887	1188	None			
September	778	2643		830	1220	5			
Oct.	3565	3725		1617	1804	7			
Nov.	4238	4118		2440	1360	425			
Dec.	7538	9354		4346	2277	757	740		
TOTAL	20198	61589	2387	53585	9091	35123	4400	14985	14328

Note
Loc.—is purchased locally.
O. S.—is purchased outside (Nashville, Montgomery Etc.)

2509 RESPONDENT'S EXHIBIT No. 26

Statement of outside purchases, Swift & Company, Andalusia, Alabama, monthly for last three months of fiscal year of 1917, fiscal years 1918, 1919, 1920 and 1921, to and including June.

The following is the summary by years:

Fiscal Year	Fresh Meats		Cured Meats	
	Weight	Amount	Weight	Amount
1917	None	None	180,502 lbs.	$45,137.76
1918	139,873 lbs.	$22,127.62	77,750	23,187.90
1919	448,952	79,181.20	578,045	157,739.54
1920	797,607	127,687.44	1,254,250	272,138.59
1921	160,626	27,018.34	250,780	49,408.48
	Lard and Other Shortenings		Miscellaneous	
1917	None	None	None	None
1918	214,198 lbs.	$50,291.15	339,274 lbs.	$85,213.86
1919	680,206	173,534.11	1,022,916	204,729.69
1920	687,604	154,139.95	1,079,574	268,401.97
1921	312,147	40,250.73	245,791	65,326.55

2510 RESP. EX. No. 27.

Respondent's Exhibits 27 and

Swift & Company,
Andalusia, Ala.

Investment Accounts—Andalusia, Alabama

On July 24th 1917	Land, Building & Machinery	$144,717.54
" 24th 1917	Office Furniture & Fixtures	2,167.99
		$146,885.53
On July 2nd., 1921	Land, Building & Machinery	$415,444.57
" 2nd., 1921	Office Furniture & Fixtures	5,771.59
" 2nd., 1921	Horse, Wagon, Harness & Autos.	5,884.20
		$427,100.36
Expenditure between these dates—		$280,214.83

2511 RESP. EX. 28

SWIFT & COMPANY
ANDALUSIA, ALA.

STATEMENT SHOWING NUMBERS OF HOGS AND AVERAGE LIVE COST BY MONTHS OCTOBER 1916 TO JULY 1917 AT ANDALUSIA, ALA.

MONTHS	NUMBER HEAD	AVERAGE LIVE COST.	
1916			
October	3861	8.53	
November	8550	8.27	
December	7411	7.74	
1917			
January	7986	7.98	
February	10368	9.12	
March	5255	10.61	
April	5017	11.98	
May	1973	11.69	
June	1124	12.45	
July	923	14.47	13.00

2512 RESP. EX. No. 29

SWIFT & COMPANY
ANDALUSIA, ALA.

STATEMENT SHOWING NUMBER OF HOGS PURCHASED AND AVERAGE LIVE COST BY MONTHS AUGUST 1917 TO JUNE 4th 1921, ANDALUSIA, ALA.

MONTHS	NUMBER HEAD	AVERAGE LIVE COST
1917		
August	644	$13.71
September	753	14.36
October	3975	15.11
November	6740	14.69
December	7658	13.99
1918		
January	12715	12.88
February	10218	12.97
March	8547	13.78
April	5347	14.95
May	2543	16.21
June	2740	16.25
July	2773	16.58
August	2544	17.89
September	2776	18.22
October	3640	15.73
November	4667	13.39
December	9974	13.27
1919		
January	15432	12.58
February	7802	12.33
March	8252	14.22
April	6328	16.38
May	3740	17.17
June	2051	17.17
July	1999	18.82
August	2084	18.65
September	2256	15.23
October	3239	12.99
November	4395	13.35
December	6551	12.51

2513 RESP. EX. No. 29, PAGE 2

MONTHS	NUMBER HEAD	AVERAGE LIVE COST
1920		
January	13465	12.82
February	9466	12.55
March	5882	13.26
April	4068	13.56
May	3014	13.04
June	2170	14.00
July	436	13.84
August	239	13.28
September	318	14.73
October	176	12.01
November	419	9.71
December	1615	7.80
1921		
January	11685	8.18
February	9977	7.95
March	4127	8.26
April	2095	7.15
May	1451	7.08

ondent's hibit No. 2514 RESP. EX. No. 30

Swift & Company
Andalusia, Ala.

Cars Forwarded From Andalusia, Alabama.

Houses	1917	1918	1919	1920	1921
Birmingham, Ala.	32	112	85	70	54
Montgomery, Ala.	5	65	61	52	40
Mobile, Ala.	2	40	50	64	25
Pensacola, Fla.	2	41	46	53	37
New Orleans, La.	10	38	65	73	35
Memphis, Tenn.	6	22	33	29	16
Meridian, Miss.		2	9	8	11
Gadsden, Ala.		7	2	8	4
Anniston, Ala.	5	56	23	8	7
Sheffield, Ala.			1	1	2
Jackson, Miss.		1	1	2	4
Vicksburg, Miss.		1			2
Decatur, Ala.					1
Hattiesburg, Miss.			1		1
Moultrie, Ga.		8	9	6	3
Huntsville, Ala.					2
Fort Worth, Tex.			2	1	
New York, N. Y.			2		
Brooklyn, N. Y.		1			
Philadelphia, Pa.		2	6		
Jersey City, N. J.		13	8		
Natchez, Miss.		3	1		
Greenville, Miss.		1		1	
St. Louis, Mo.		2			
Albany, Ala.		3	3		
Norfolk, Va.	2	9			
Eufaula, Ala.	1	1	(Branch House discontinued Sept. 1st. 1918, worked by car routes.)		
Baltimore, Md.	2	11	1		
Atlanta, Ga.	2	2	1		
Chicago, Ill.	2	47	43	19	19
Charleston, S. C.	1				
Tuscaloosa, Ala.		1			4
Baton Rouge, La.		1			
Nashville, Tenn.		1		4	
LaGrange, Ga.			2	7	20
Kansas City, Kan.			1		
St. Joseph, Mo.			2		
Washington, D. C.			1		
West Point, Miss.			1		
Buffalo, N. Y.				1	
Total	72	491	460	407	287

Total 1717.

To July 25th, 1921

Note: 1617 Begins July 30th.

2515 RESPONDENT'S EXHIBIT No. 31.

Respondent's Exhibit No. 31 (referred to).

Map of Alabama
Filed as physical exhibit.

2516 RESPONDENT'S EXHIBIT No. 32.

Respondent's Exhibit No. 32.

Service and Regulatory Announcements issued by the Bureau of Animal Industry, United States Department of Agriculture.

The following are extracts from these Announcements:

(Page 5 of Announcement issued February 19, 1918:)

Swine slaughtered under Federal inspection for 12 months ending December, 1917 — 33,909,704.

Swine slaughtered under Federal inspection for 12 months ending December, 1916 — 43,083,703.

(Page 2 of Announcement issued March 10, 1919:)

Swine slaughtered under Federal meat inspection for 12 months ending December, 1918 — 40,390,783.

(Page 3 of Announcement issued March 20, 1920:)

Swine slaughtered under Federal meat inspection for 12 months ending December, 1919 — 41,811,830.

(Page 3 of Announcement issued February 25, 1921:)

Swine slaughtered under Federal meat inspection for 12 months ending December, 1920 — 38,018,684.

2517 RESPONDENT'S EXHIBITS

Respondent's Exhibits 33, 34-A, 34-C, and (referred

No. 33—certified copy of
Monthly Crop Reporter for the month of October, 1919.

No. 34-A, certified copy of
Bulletin for Georgia, fourteenth census, 1920.

No. 34-B, certified copy of
Bulletin for Alabama, fourteenth census, 1920.

No. 34-C, certified copy of
Bulletin for Alabama, fourteenth census, 1920.

No. 35—certified copy of
Records of Bureau of Markets of
Stock Yards receipts, etc.

These exhibits filed as physical exhibits.

ondent's hibit No. 2518 RESP. EX. No. 36

SWIFT & COMPANY
NUMBER OF ANIMALS SLAUGHTERED—BY FISCAL YEARS

FISCAL YEARS:	Cattle	Calves	Sheep	Hogs
1917	2,153,908	864,472	3,162,930	7,288,159
1918	2,909,213	1,234,583	3,413,754	8,190,304
1919	2,337,124	1,231,262	4,044,719	8,662,824
1920	1,984,710	1,212,436	3,315,317	6,914,284

Notes:
1917 Fiscal Year October 1st, 1916—Sept. 30th, 1917.
1918 Fiscal Year October 1st, 1917—Oct. 31st, 1918.
1919 Fiscal Year November 1, 1918—Oct. 31st, 1919.
1920 Fiscal Year November 1, 1919—Oct. 31st, 1920.

ndent's bits Nos. to 43 inc. rred to). 2519 RESP. EX. No. 37—PAMPHLET.

"Meat Production, Consumption, and Foreign Trade In United States, 1907-1920."

filed as physical exhibit.

2520 RESPONDENT'S EXHIBITS—

38, 39, 40, 41, 42 and 43

Omitted by agreement.

ndent's hibit No. 2521 RESP. EX. No. 44.

May 5th, 1919.

Swift & Company,
Manager's Office,
Andalusia, Ala.

Notice you do not seem to have on our weekly concession letter, S & W Sales Department. They are to receive a copy. Please arrange to see that next week copies of both letters are sent to Mr. L. A. Gilbert, S & W Sales Department, and so show it on the bottom of our weekly concession letter.
GDR MA

RESP. EX. 45

ANDALUSIA WEEKLY DIFFERENTIAL LETTER No. 31

CANCELLING ALL PREVIOUS DIFFERENTIALS

Basis S. & W. Branch House List F. O. B. Kansas City. Product not mentioned below will be invoiced S. & W. List F. O. B. Kansas City, except D. S. and Bacon Meats Daily Wired Market and Basis Circular Differentials.

Fresh Pork Cuts

Fresh Pork Loins, all averages	2c under
Frozen Pork Loins, 8-10	2c under
Fresh Skinned Shoulders, all averages	2c under
Fresh Boston Butts	2c under
Fresh Regular and Skinned Hams	3c under

Pigs

Fresh Shipper Pigs	22c F.O.B. Kas. City

Fancy and Miscellaneous Meats

Pork Lips, 25-lb., 50-lb. and 100-lb. boxes	1c under
Pork Feet, 25-lb boxes	1c under
Pork Tripe, 100-lb. boxes	1c under
Pork Chitterlings Uncooked, 25-lb. and 50-lb. boxes	2c under
Ox Tails, 1-lb. and under	2c under

S. P. and Smoked Meats

Dixie Regular Hams	2c under Premium
Dixie Skinned Hams	2c under Prem. Skd.
Dixie Bellies	1c under Empire.
S. P. Dixie Regular Hams, R. B. & T. to Houses only that cook	2c under Premium
S. P. Dixie Skinned Hams, R. B. & T. Houses only that cook	2c under Premium
Seminole Hams, 8-10	4c under Empire
Seminole Hams, 10-14	4c under Empire
Seminole Hams, 14-18	4c under Empire
Seminole Skinned Hams, 8-10	3c under Emp. Skd.
Seminole Skinned Hams, 10-14	3c under Emp. Skd
Seminole Skinned Hams, 14-18	3c under Emp. Skd.
Seminole Skinned Hams, 18-24	3c under Emp. Skd
Seminole Skinned Hams, 24-28	3c under Empire Skd.
Seminole Bellies, 12-lb. and down	3c under Empire
Seminole Picnics, 4-6	2c under Empire
Seminole Picnics, 6-10	2c under Empire
Seminole Regular Hams, R. B. & T. to Houses only that cook	3c under Empire
Seminole Skinned Hams, R. B. & T. to Houses only that cook	2c under Emp. Skd.
S. P. Boneless Shoulder Butts	½c under
S. P. Boston Butts	1½c under

Lard

Seminole Brand Pure Lard, 20-lb. tubs, 60-lb. tubs and tierces only	1c under Silverleaf

Beef Tongues

Cooked Beef Tongues	2c under

Cooked Hams

Dixie Brand Hams, Regular or Skinned	1c under Premium
Seminole Brand Hams, Regular or Skinned	1c under Empire

D. S. and Bacon Meats Shipped on Consignment

Basis Chicago wired market basis circular differentials. F. O. B. Chicago.

Short Ribs, 16-25	1½c under
Short Ribs, 25-50	1c under
Short Ribs, 50 and over	1c under
Extra Short Clears, 30-lb. and over	1c under
Rib Bellies, 12-16	3c under
Rib Bellies, 16-25	1½c under
Rib Bellies, 25-35	1c under
Regular Plates	

Branch House Provision Department

Chicago, Aug. 4, 1919

FEDERAL TRADE COMMISSION
vs
SWIFT & CO.

Docket No. 453 — Exhibit No. 45
Respondent's — Date 9/10 21
Witness — Reporter
G D Rogers — E J Vogel

dent's
ibit No.

RESP. EX. 46

SWIFT & COMPANY
Andalusia, Ala.

April 18th, 1919

Manager
SWIFT & COMPANY
WEEKLY CONCESSION LETTER No. 16
CANCELLING ALL PREVIOUS CONCESSIONS
QUOTE FOR SHIPMENT WEEK ENDING APRIL 26th UNLESS
UNLESS PREVIOUSLY CHANGED

(All items not shown S&W Kansas City, These Concessions are not in addition to Chicago)

FRESH PORK	
Fresh Skinned Shoulders 15# (Special)	2 c off
Fresh Boston Butts	2 c off
Fresh Regular Hams	2½c "
Fresh Pork Loins all averages	½c off
Fresh Picnics	1 c off
Spare Ribs Fresh or Frozen 50# bxs. (Limited)	List
Pork Tenderloins (Frozen 20# bxs. 3c off Standard 10# pails	List
Neck Bones (Fresh or Frozen) 25 & 50 bxs. (Limited)	List
SPECIAL	
Fresh Shipper Pigs 100# Down (Limited)	18½c
FANCY AND MISCELLANEOUS MEATS	
Pork Lips 25 & 50# bxs.	1 c off
Pork Snouts 50# "	1 c off
Pork Livers 25# bxs.	1 c off
Pork Ears 25, 50 & 100# Bxs	1 c off
Pork Brains 10# Pails	List
Pork Tails Frozen 25 & 50 Boxes	List
Pork Tripe 25 & 50# Bxs. (Appreciate orders)	2 c off
Pork Tripe 50# Bxs	1 c off
Pork Chitterlings Uncooked 25# bxs. 1c off 50# bxs	2 c off
Ox Tail 1 lb and under (Appreciate more liberal orders)	2 c off
Beef Livers (Limited)	List
Beef Brains (Limited)	List
Beef Melts (Frozen)	List

SILVER BEAFEDBRAND PURE LARD
Discontinued making

FEDERAL TRADE COMMISSION
vs
SWIFT & CO.

Docket No. 453	Exhibit No. 46
Respondent's	Date 9/10/21
Witness	Reporter
G. D. Rogers	E. J. Vogel

S 100 United States Food Administration License Number G 89753

2523 EXHIBIT No. 47

Respondent's Exhibit No. 47.

Chicago, July 28, 1919

ANDALUSIA WEEKLY DIFFERENTIAL LETTER No. 30
CANCELLING ALL PREVIOUS DIFFERENTIALS

Basis S&W Branch House List FOB Kansas City, Product not mentioned below will be invoiced S&W List FOB Kansas City, except D S and Bacon Meats Daily Wired Market and Basis Circular Differentials FOB Chicago.

FRESK PORK CUTS

Fresh Pork Loins all averages	2 c under
Frozen Pork Loins 8 /10 shipment from New Orleans only	2 c "
Fresh Skinned Shoulders all averages	2 c "
Fresh Boston Butts	2 c "
Fresh Regular and Skinned Hams	3 c "

PIGS

Fresh Shipper Pigs	22c FOB Kas. Cty

FANCY & MISCELLANEOUS MEATS

Pork Lips 25# 50# & 100# boxes	1 c under
Pork Feet 25# boxes	1 c "
Pork Tripe 100# boxes	1 c "
Pork Chitterlings Uncooked 25# & 50# boxes	2 c "
Ox Tails 1# and under	2 c "

S. P. & SMOKED MEATS

Dixie Regular Hams	2 c under Prem. -
Dixie Skinned Hams	2 c " " Skd.
Dixie Bellies	1 c " Empire
SP Dixie Regular Hams RB&T to Houses only that cook	2 c " Premium
SP Dixie Skinned Hams RB&T to Hses only that cook	2 c " "
Seminole Hams 8 /10	4 c " Empire
Seminole Hams 10 /14	4 c " "
Seminole Hams 14 /18	4 c " "
Seminole Skinned Hams 8 /10	3 c " " Skd
Seminole Skinned Hams 10 /14	3 c " " "
Seminole Skinned Hams 14 /18	3 c " " "
Seminole Skinned Hams 18 /24	3 c " "
Seminole Skinned Hams 24 /28	3 c " " "
Seminole Bellies 12# and down	3 c " " "
Seminole Picnics 4 /6	2 c " " "
Seminole Picnics 6 /10	2 c " " "
Seminole Regular Hams RB&T to Hses only that cook	3 c under Emp
Seminole Skinned Hams RB&T " " " "	2 c " " Skd.
SP Boneless Shoulder Butts	½c under
SP Boston Butts	1½c "

LARD

Seminole Brand Pure Lard 20# tubs, 60# tubs and tierces only	1c under Silv.

BEEF TONGUES

Cooked Beef Tongues	

COOKED HAMS

Dixie Brand Hams Regular or Skinned	1 c under Prem.
Seminole Brand Hams Regular or Skinned	1 c under Emp

D. S. AND BACON MEATS SHIPPED ON CONSIGNMENT

Basis Chicago wired market basis circular differentials FOB Chicago	
Short Ribs 16 /25	1 ¼ under
Short Ribs 25 /50	1 c under
Short Ribs 50 / and over	1 c under
Extra Short Clears 30# and over	1 c under
Rib Bellies 12 /16	3 c under
Rib Bellies 16 /25	1-½c under
Rib Bellies 25 /35	1 c under
Regular Plates—	1 c "

BRANCH HOUSE PROVISION DEPARTMENT

A—7 /28—8 /2

FEDERAL TRADE COMMISSION

vs

SWIFT & CO

Docket No. 453	Exhibit No. 47
Respondent's	Date 9/10/21
Witness G. D. Rogers	Reporter E. J. Vogel

ndent's
ibit No.
(referred

2524 RESPONDENT'S EXHIBIT No. 48.

Certified copies of directories of Bureau of Animal Industry for the years 1916, 1917, 1919, 1920.

Filed as physical exhibit.

MAP:

TOO

LARGE

FOR

FILMING

2526 RESPONDENT'S EXHIBITS

Respondent Exhibits 50-56 inc (referred

Nos.
50—Ledger
51—Consignment report, Andalusia Packing Co.
52—Consignment Invoice Book.
53—Consignment Invoice Book.
54—Ledger
55—Ledger.
56—Ledger.
Filed as physical exhibits.

ANDALUSIA WEEKLY DIFFERENTIAL LETTER No. 37
Cancelling All Previous Differentials

Basis S. & W. Branch House List F. O. B. Kansas City. Product not mentioned below will be invoiced S. & W. List F. O. B. Kansas City, except D. S. and Bacon Meats Daily Wired Market and Basis Circular Differentials.

Pork Cuts
- Fresh or Frozen Pork Loins 8-10 lbs. avg.....4c under
- Fresh or Frozen Pork Loins 10-12 lbs. avg and heavier.....4c under
- Fresh or Frozen Skinned Shoulders all averages.....3c under
- Fresh, Regular and Skinned Hams all averages.....1c under

Do not order Fresh or Frozen Pork Loins heavier than 10-12 lbs. or Shoulders heavier than 12-15 lbs. Pork Loins and Shoulders will be invoiced at price of average shipped.

Pigs
- Fresh 30-50.....out F. O. B. Kansas City
- Fresh 50-60.....out F. O. B. Kansas City
- Fresh 60-80.....out F. O. B. Kansas City
- Fresh 80-100.....12c F. O. B. Kansas City
- Hogs, 100-150.....13¼c

Above are for shipper dressed.

Fancy Meats
- Fresh Pork Ears.....½c under
- Fesh and Frozen Pork Lips.....1c under
- Fresh and Frozen Pork Snouts.....1c under

S. P. & Smoked Meats
- Dixie Regular Hams.....½c under Empire
- Dixie Skinned Hams.....½c over Empire Skd.
- Seminole Picnics, 6-10.....2½c under Empire
- Seminole Bellies, 6-12.....5c under Emp. 8-10 av.
- Seminole Narrow Bacon 4-6.....3½c under Emp. 8-10 av.
- Dixie Regular Hams, R. B. & T. to Houses only that cook.....1c under Premium 916
- Dixie Skinned Hams, R. B. & T. to Houses only that cook.....1c under Premium 917
- Seminole Regular Hams, R. B. & T. to houses only that cook.....1½c over Empire 912
- Seminole Skinned Hams, R. B. & T. to houses only that cook.....same as Empire Skd. 913
- S. P. Boneless Shoulder Butts.....out
- S. P. Boston Butts.....14½c
- Smoked Boston Butts, per lb.....20½c

Vinegar Pickled Pork Tongues C & S
- One-eighth Barrels 17 lbs. net.....1.75 each
- One-fourth Barrels 35 lbs. net.....2.90 each

F. O. B. Kansas City.

Lard
- Seminole Brand Pure Lard.....1c under Silverleaf

Beef Tongues

Short Cut Beef Tongues, Fresh 21, S. P. 22½, Smoked 28, F. O. B. K. C.

Dixie Bellies	½c over Empire
Seminole Hams, 8-10	3c under Empire
Seminole Hams, 10-14	3c under Empire
Seminole Hams, 14-18	out 3c under Empire
Seminole Skinned Hams, 8-10	2½c under Emp. Skd.
Seminole Skinned Hams, 10-14	2½c under Emp. Skd.
Seminole Skinned Hams, 14-16	2½c under Emp. Skd.
Seminole Skinned Hams, 16-18	2½c under Emp. Skd.
Seminole Skinned Hams, 18-24	2½c under Emp. Skd.
Seminole Skinned Hams, 24-28	2½c under Emp. Skd.
Seminole Picnics, 4-6	2½c under Empire

Long Cut Beef Tongues, Fresh 19, S. P. 20½, Smoked 25½, F. O. B. K. C.

Cooked Hams

Dixie Brand Hams, Regular Skinned or skinless	1c under Premium
Seminole Brand Hams, Regular or Skinned	1c under Empire
(All flat style Cooked Hams	1c over round style)

D. S. and Bacon Meats Shipped on Consignment
Basis Chicago wired market basis circular differentials.

Clear Bellies all avgs	2c under
Rib Bellies all avgs	2c under

All standard product from hard hogs will be invoiced at full S and W List, F. O. B. Kansas City.

Quotations are for goods packed and F. O. B. cars Kansas City.

Cartage will be charged for any goods shipped by local freight. Our responsibility ceases after goods are receipted for in good order by transportation company, and we will not guarantee condition of shipments at arrival at destination.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.

All prices are quoted subject to market changes, and subject to our having the product in stock.

We do not guarantee to ship product as ordered unless specific arrangements have been made.

Branch House Provision Department

Chicago, September 12, 1921

FEDERAL TRADE COMMISSION
vs
SWIFT & CO.

Docket No. 453	Exhibit No. 57
Respondent's Witness	Date 9/12/21
E A Fox	Reporter E J Vogel

MOULTRIE WEEKLY DIFFERENTIAL LETTER No. 37
Cancelling All Previous Differentials

Basis S. & W. Branch House List F. O. B. Kansas City. Product not mentioned below will be invoiced S. & W. List F. O. B. Kansas City, except D. S. and Bacon Meats Daily Wired Market and Basis Circular Differentials.

Fresh and Frozen Pork Cuts		
Frozen Pork Loins, 8-10 (Hard)	1c under	
Frozen Pork Loins, 10-12 (Hard)	1c under	
Pork Loins, Fresh or Frozen 8-10 lbs. avg	4c under	
Pork Loins, Fresh or Frozen 10-12 lbs. avg	2c under	
Boston Butts, Frozen	out	
Skinned Shoulders, Fresh or Frozen	out	
Fresh Extra Lean Pork Trimmings	10c	F.O.B. Kas. City
Frozen Extra Lean Pork Trimmings	9c	F.O.B. Kas. City
Pigs		
Fresh and Frozen 30-50	13c	F. O. B. Kansas City
Fresh and Frozen 50-60	13c	F. O. B. Kansas City
Fresh and Frozen 60-75	13c	F. O. B. Kansas City
Fresh and Frozen 75-85	13c	F. O. B. Kansas City
Fresh and Frozen 85-100	13c	F. O. B. Kansas City
Fresh and Frozen Hogs, 100-120	12½c	F. O. B. Kansas City
Above are for shipper dressed.		
Fancy Meats		
Frozen Pork Brains	3c under	
Fresh Pork Melts	1c under	
Frozen Pork Livers	1c under	
Frozen Pork Ears	1c under	
S. P. and Smoked Meats		
Dixie Regular Hams, 8-10	out	1c over Empire
Dixie Regular Hams, 10-12	out	1c over Empire
Seminole Picnics, 6-8	1c under Empire	
Seminole Picnics, 8-10	1c under Empire	
Seminole Strips, 3-4	4c under Empire	
Seminole Strips, 4-5	2c under Empire	
Seminole Strips, 5-6	out	2c under Empire
Seminole Bacon Strips	½c over Sem. Wide Bacon	
Seminole Bellies, 6-8	4c under Empire	
Seminole Bellies, 8-10	2c under Empire	
Seminole Bellies, 10-12	out	2c under Empire
Seminole Picnics, 8-10 Rolled and Tied	Same as Empire	
Seminole Skd. Picnics, 8-10 Rolled and Tied	Same as Empire	
Dixie Regular Hams, R. B. & T. to houses only that cook	1c over Empire 912	
Dixie Skinned Hams, R. B. & T. to houses only that cook	1c over Empire 913	
Seminole Regular Hams, R. B. & T. to houses only that cook	1c under Empire 912	
Seminole Skinned Hams, R. B. & T. to houses only that cook	same as Empire Skd. 913	
* Boneless Butts, S. P	16	
Cottage Roll, smoked	24	
Boston Butts, S. P	14	
Boston Butts, Smoked	18	
Vinegar Pickled Pork Tongues C & S		
One-eighth Barrels 25 lbs. net	out	3.20 each
F. O. B. Kansas City		
Lard		

Dixie Regular Hams, 12-14	out	1c over Empire
Dixie Skinned Hams, 12-14	out	
Dixie Skinned Hams, 14-16	out	1c over Empire
Dixie Bellies, 4-6		1c over Empire
Dixie Bellies, 6-10	Out	
Seminole Regular Hams, 6-8	out	1c under Empire
Seminole Regular Hams, 8-10	out	2c under Empire
Seminole Regular Hams, 10-12		2c under Empire
Seminole Regular Hams, 12-14		2c under Empire
Seminole Skinned Hams, 12-16		2c under Empire
Seminole Skinned Hams, 16-18		2c under Empire
Seminole Skinned Hams, 18-20		2c under Empire
Seminole Skinned Hams, 20-24		2c under Empire
Seminole Picnics, 3-6		1c under Empire

Seminole Brand Pure Lard, 30-lb., 60-lb., 80-lb. tubs, tierces, 50-lb. net cans, 6-10 lb. cases, 12-5 lb. cases...1¼c under Silverleaf

Beef Tongues

Short Cut Beef Tongues, Fresh, 21c; S. P. 22½c; Smoked 28c.....F.O.B. Kansas City

Long Cut Beef Tongues, Fresh 19c; out F.O.B. Kansas City

Cooked Hams

Dixie Brand Hams, Regular or Skinned out.....1c under Premium

D. S. and Bacon Meats Shipped on Consignment

Basis Chicago wired market basis circular differentials.

D. S. and Bacon Rib Bellies all averages.....1c under

D. S. Bacon Clear Bellies, all avg.....1c under

All standard product from hard hogs will be invoiced in full at S. & W. List F. O. B. Kansas City.

Quotations are for goods packed and F. O. B. cars Kansas City.

Cartage will be charged for any goods shipped by local freight. Our responsibility ceases after goods are receipted for in good order by transportation company, and we will not guarantee condition of shipments at arrival at destination.

All goods quoted herein will be invoiced at prices in effect at time of shipment, unless other arrangements are made when placing order.

All prices are quoted subject to market changes, and subject to our having the product in stock.

We do not guarantee to ship product as ordered unless specific arrangements have been made.

Branch House Provision Department

Chicago, September 12, 1921

FEDERAL TRADE COMMISSION
vs.
SWIFT & CO.

Docket No. 453	Exhibit No. 58
Respondent's Witness	Date 9/12/21
E A Fox	Reporter E J Vogel

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2529 RESPONDENT'S EXHIBIT No. 59.

"Current News, United States Department of Agriculture Bureau of Animal Industry July 1, 1920.

Filed as physical exhibit.

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ept. 24,

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

Swift & Company, *Petitioner,*
against
Federal Trade Commission, *Respondent.*
} No. 3215 October Term, 1922.

STIPULATION.

It is hereby stipulated by and between the parties to the above-entitled cause by their respective attorneys that, in compliance with the order of the United States Circuit Court of Appeals for the 7th Circuit, October Term, A. D. 1922, the Federal Trade Commission shall certify as the record in the said cause the following named pleadings, papers, testimony and exhibits:

Volume I, containing the pleadings, motions, rulings, findings, and orders.

Volume II and III, containing testimony and abstracts of testimony.

Volume IV, containing exhibits and abstracts of exhibits, it being stipulated with the permission and by order of the court, that Commission's exhibits numbers 110, 133, 200, 201 and 202, and Swift & Company's exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34a, 34b, 34c, 35, 37, 48, 50 to 56, inclusive, and 59, be not printed as a part of the record in this case, but that the originals of these exhibits be filed physically with the court at least ten days before the case is heard to be used in the argument and in the decision in the case, and that Commission's exhibits numbers 199, 203-206, inclusive, and Swift & Company's exhibits numbers 38-42 and 43, be omitted from the record and not printed as a part of the record in

this case, and that the originals shall remain in the custody of the Federal Trade Commission.

That the record so certified shall constitute the record in this cause and shall be printed in its entirety and the case be heard upon the record so printed only, together with said physical exhibits which shall be filed with the court in accordance with this stipulation, unless the court shall direct the printing of the other parts; and that a copy of this stipulation shall be certified and be a part of the record in this case.

W. H. FULLER
W. H. Fuller, Counsel for respondent.
ALBERT H. AND HENRY VEEDER
JAMES M. SHEEAN
FRANK L. HORTON
Counsel for Petitioner.

Dated this 21st day of September, 1923.
Filed Sep 24 1923 Edward M. Holloway, Clerk.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

Affidavit Adrien Busick filed 1923.

For the Seventh Circuit.

Swift & Company, *Petitioner,*
against
Federal Trade Commission, *Respondent.*
No. 3215

AFFIDAVIT.

District of Columbia, ss:

Adrien F. Busick, being duly sworn, deposes and says that he is an attorney on the staff of the Federal Trade Commission, and of counsel for the respondent in this case which is brought to review an order of the Federal Trade Commission requiring the petitioner to cease and desist from certain alleged unfair methods of competition and to divest itself of capital stock acquired in certain corporations; that among the exhibits introduced on behalf of the Commission and Swift & Company at the hearings before the Federal Trade Commission were certain ledgers, cash books, bank books, check books, invoices, and other exhibits, designated as Commission's exhibits numbers 110, 133, 200, 201, 202, and Swift & Company's

exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34-A, 34-B, 34-C, 35, 37, 48, 50 to 56, inclusive, and 59; that these exhibits are quite bulky and their printing would unnecessarily increase the costs of the case; that it is deemed by the parties to the case unnecessary to include these exhibits in the printed record in this case and it is desired by counsel for both parties to obtain an order dispensing with the inclusion thereof and providing that the originals shall be filed physically with the court as exhibits at least ten days before the case is heard, to be used at the argument and in the decision in the case.

ADRIEN F. BUSICK
Adrien F. Busick, Attorney,
Federal Trade Commission,
Of Counsel for Respondent.

(Seal)

Subscribed and sworn to before me this 22 day of August, 1923.

F. C. BOGGARLY
Notary Public, District of
Columbia.

Filed Sep 24 1923. Edward M. Holloway, Clerk.

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

Filed Sep 24 1923.

For the Seventh Circuit.

Swift & Company, *Petitioner,*
against
Federal Trade Commission, *Respondent.*
No. 3215

ORDER.

Upon the affidavit of Adrien F. Busick, sworn to the 22nd day of August, 1923, it is

Ordered, that the exhibits designated as Commission's Exhibits numbers 110, 133, 200, 201, 202, and Swift & Company's Exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34-A, 34-B, 34-C, 35, 37, 48, 50 to 56, inclusive, and 59, be filed with this court as physical exhibits at least ten days before the case is heard, to be used at the argument and in the decision in this case; and that the printing of said exhibits as a part of the record in this case be dispensed with.

BAKER, C. J.

Dated this 24th day of September, 1923.

Filed Sep 24 1923. Edward M. Holloway, Clerk.

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

I, Edward M. Holloway, Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing printed pages, numbered from 1 to 1591, inclusive, contain a true copy of the printed Petition for review of order of Federal Trade Commission and printed record (in two volumes) printed under my supervision on which the following entitled cause was heard:

Swift & Company

vs.

Federal Trade Commission

No. 3215, October Term, 1923, as the same remains upon the files and records of the United States Circuit Court of Appeals, for the Seventh Circuit.

In testimony whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this twenty-second day of September A. D. 1925.

EDWARD M. HOLLOWAY,
Clerk of the United States Circuit Court of Appeals for the Seventh Circuit.

(Seal)

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit begun and held in the United States Court Room in the city of Chicago in said Seventh Circuit on the third day of October, 1922, of the October term in the year of our Lord one thousand nine hundred and twenty-two and of our Independence the one hundred and forty-seventh.

And afterwards, to wit: On the Twenty-fourth day of October, 1922, there was filed in the office of the clerk of this court a certain Petition to Review Order of Federal Trade Commission, which said Petition is not copied here as the same appears on pages one (1) to three (3) of the Printed Record in this cause, certified herewith.

And afterwards, on the same day, to wit: On the twenty-fourth day of October, 1922, an Order granting leave to file petition to review order of Federal Trade Commission was entered in this court, which said order is not copied here as the same appears on page three (3) of the Printed Record certified herewith.

And afterwards, on the same day, to wit: On the twenty-fourth day of October, 1922, came the petitioner by its counsel, Messrs. Albert H. and Henry Veeder, James M. Sheean and Frank L. Horton and filed in the office of the clerk of this court their appearances, which said appearances are in the words and figures following, to wit:

UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

No. 3215. October Term 1922.

Swift & Company,
Petitioner,

—*vs*—

Federal Trade Commission,
Respondent.

The clerk will enter my appearance as counsel for the Petitioner.

ALBERT H. AND HENRY VEEDER,
76 W. Monroe St.
JAMES M. SHEEAN,
105 South LaSalle St.
FRANK L. HORTON,
Union Stock Yards,
Tel. Yards 4200.

Endorsed: Filed Oct. 24, 1922. Edward M. Holloway, Clerk.

And afterwards, to wit: On the twenty-fourth day of September, 1923, there was filed in the office of the clerk of this court a certain Stipulation, which said stipulation is in the words and figures following, to wit:

IN THE UNITED STATES CIRCUIT COURT OF APPEALS

For the Seventh Circuit.

Swift & Company,
Petitioner,
vs.
Federal Trade Commission,
Respondent.

No. 3215
October Term 1922.

STIPULATION.

It is hereby stipulated by and between the parties to the above entitled cause by their respective attorneys that, in compliance with the order of the United States Circuit Court of Appeals for the 7th Circuit, October Term A. D. 1922, the Federal Trade Commission shall certify as the record in the said cause the following named pleadings, papers, testimony and exhibits:

Volume 1, containing the pleadings, motions, rulings, findings and orders.

Volumes II and III, containing testimony and abstracts of testimony.

Volume IV, containing exhibits and abstracts of exhibits, it being stipulated with the permission and by order of the court, that Commissions exhibits numbers 110, 133, 200, 201, 202, and Swift & Company's exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34a 34b, 34c, 35, 37, 48, 50 to 56 inclusive, and 59, be not printed as a part of the record, in this case, but that the originals of these exhibits be filed physically with the court at least ten days before the case is heard, to be used in the argument and in the decision in the case and that Commissions exhibits numbers 199, 203, 206, inclusive and Swift & Company's exhibits numbers 38-42 and 43 be omitted from the record and not printed as a part of the record in this case, and that the originals shall remain in the custody of the Federal Trade Commission.

That the record so certified shall constitute the record in this cause and shall be printed in its entirety and the case be heard upon the record so printed only, together with said physical exhibits which shall be filed with the court in accordance with this stipulation unless the court shall direct the

printing of the other parts; and that a copy of this stipulation shall be cerified and be a part of the record in this case.

W. H. FULLER,
W. H. Fuller, Counsel for Respondent.
ALBERT H. AND HENRY VEEDER,
JAMES M. SHEEAN,
FRANK L. HORTON,
Counsel for Petitioner.

Dated this 21st day of September, 1923.

Endorsed: Filed Sept. 23, 1923. Edward M. Holloway, Clerk.

And on the same day, to wit: On the twenty-fourth day of September, 1923, there was filed in the office of the clerk of this court an Affidavit of Adrien F. Busick, which said Affidavit is in the words and figures following, to wit:

IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

Swift & Company,
Petitioner,
No. 3215 *vs.*
Federal Trade Commission,
Respondent.

AFFIDAVIT.

District of Columbia, ss:

ADRIEN F. BUSICK, being duly sworn, deposes and says that he is an attorney on the staff of the Federal Trade Commission, and of counsel for the respondent in this case which is brought to review an order of the Federal Trade Commission requiring the petitioner to cease and desist from certain alleged unfair methods of competition and to divest itself of capital stock acquired in certain corporations; that among the exhibits introduced on behalf of the Commission and Swift & Company at the hearings before the Federal Trade

Commission were certain ledgers, cash books, bank books, check books, invoices and other exhibits designated as Commissions exhibits numbers 110, 133, 200, 201, 202 and Swift & Company's exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34-A, 34-B, 34-C, 35, 37, 48, 50 to 56 inclusive, and 59; that these exhibits are quite bulky and their printing would unnecessarily increase the costs of the case; that it is deemed by the parties to the case unnecessary to include these exhibits in the printed record in this case and it is desired by counsel for both parties to obtain an order dispensing with the inclusion thereof and providing that the originals shall be filed physically with the court as exhibits at least ten days before the case is heard, to be used at the argument and in the decision in the case.

ADRIEN F. BUSICK,
Adrien F. Busick, Attorney Federal Trade Commission Of Counsel for Respondent.

Subscribed and sworn to before me this 22 day of August, 1923.

F. C. BAGGARLY,
(Seal) *Notary Public, District of Columbia.*

Endorsed: Filed Sept. 24, 1923. Edward M. Holloway, Clerk.

And afterwards, on the same day, to wit: On the twenty-fourth day of September, 1923, the following further proceedings were had and entered of record, to wit:

Monday, September 24, 1923.

Court met pursuant to adjournment.

Present:

Hon. Francis E. Baker, Circuit Judge, presiding.
Hon. Samuel Alschuler, Circuit Judge.
Hon. George T. Page, Circuit Judge.
Edward M. Holloway, Clerk.

Before:

Hon. Francis E. Baker, Presiding Judge.

Swift & Company
3215 —*vs*—
Federal Trade Commission.

Petition to Review Order of the Federal Trade Commission.

Upon the affidavit of Adrien F. Busick, sworn to the 22nd day of August, 1923, it is

Ordered that the exhibits designated as Commission's exhibits numbers 110, 133, 200, 201, 202, and Swift & Company's exhibits numbers 11, 12, 14, 15, 16, 31, 33, 34-A, 34-B, 34-C, 35, 37, 48, 50 to 56 inclusive and 59, be filed with this court as physical exhibits at least ten days before the case is heard, to be used at the argument and in the decision in this case; and that the printing of said exhibits as a part of the record in this case be dispensed with.

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit begun and held in the United States Court Room in the city of Chicago in said Seventh Circuit on the second day of October, 1923, of the October term in the year of our Lord one thousand nine hundred and twenty-three and of our Independence the one hundred and forty-eighth.

And afterwards, to wit: On the fourteenth day of January, 1924, came the Respondent by its counsel Messrs. W. H. Fuller and Adrien F. Busick, and filed in the office of the clerk of this court their appearances, which said appearances are in the words and figures following, to wit:

UNITED STATES CIRCUIT COURT OF APPEALS,
For the Seventh Circuit.

No. 3215. October Term, 1922.

Swift & Company,
Petitioner,

—vs—

Federal Trade Commission,
Respondent.

The clerk will enter my appearance as counsel for the Respondent.

W. H. FULLER,
ADRIEN F. BUSICK.

Endorsed: Filed January 14, 1924. Edward M. Holloway, Clerk.

And afterwards, to wit: On the twenty-ninth day of April, 1924, the following further proceedings were had and entered of record, to wit:

Tuesday, April 29, 1924.

Court met pursuant to adjournment and was opened by proclamation of crier.

Present:

Hon. Samuel Alschuler, Circuit Judge, presiding.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page, Circuit Judge.
Edward M. Holloway, Clerk.
Robert R. Levy, Marshal.

3215 Swift & Company —*vs*— Federal Trade Commission. } Petition to Review Order of the Federal Trade Commission.

It is now here ordered by the court that the reply brief for the petitioner in this cause be filed by May 15, 1924.

And afterwards, to wit: On the twenty-third day of May, 1924, the following further proceedings were had and entered of record, to wit:

Friday, May 23, 1924.

Court met pursuant to adjournment and was opened by proclamation of crier.

Present:

Hon. Samuel Alschuler, Circuit Judge, presiding.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page, Circuit Judge.
Edward M. Holloway, Clerk.
Robert R. Levy, Marshal.

Swift & Company
3215 —*vs*—
Federal Trade Commission.

Petition to Review Order of the Federal Trade Commission.

It is ordered by the court that leave be, and the same is hereby granted J. J. Hill to appear amicus curiae and to file a brief in this cause. It is further ordered that leave be, and the same is hereby granted the respondent herein to file a reply brief within twenty (20) days and that the petitioner have ten (10) days thereafter in which to reply.

Swift & Company
3215 —*vs*—
Federal Trade Commission.

Petition to Review Order of the Federal Trade Commission.

Now this day come the parties by their counsel and this cause now comes on to be heard on the printed record and briefs of counsel and on oral arguments by Mr. James M. Sheean, counsel for petitioner, and by Mr. Adrien F. Busick and Mr. Ernest F. Haycraft, counsel for respondent, and by Mr. J. J. Hill, amicus curiae, and the court having heard the same takes this matter under advisement.

At a regular term of the United States Circuit Court of Appeals for the Seventh Circuit begun and held in the United States Court Room in the city of Chicago in said Seventh Circuit on the seventh day of October, 1924, of the October Term in the year of our Lord one thousand nine hundred and twenty-four and of our Independence the one hundred and forty-ninth.

And afterwards, to wit: On the sixteenth day of February, 1925, there was filed in the office of the clerk of this court the opinion of the court, which said opinion is in the words and figures following, to wit:

IN THE UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

No. 3215. OCTOBER TERM, 1924, JANUARY SESSION, 1925.

Swift & Company,
Petitioner,
vs.
Federal Trade Commission,
Respondent.

February 16, 1925.

Before ALSCHULER, EVANS and PAGE, *Circuit Judges.*

EVANS, *Cir. J.:* Petitioner seeks to set aside an order of the Federal Trade Commission directing it to:

"(1) Cease and desist from further violating Section 7 of the Clayton Act by continuing to own or hold, either directly or indirectly, by itself or by any one for its use and benefit, any of the capital stock of the Moultrie Packing Company and of the Andalusia Packing Company, or either of them, and Cease and Desist from holding, controlling and/or operating, or causing to be held, controlled and/or operated by others for its use and benefit, the former property and business either of the said Moultrie Packing Company or of the said Andalusia Packing Company, which have been held, controlled and operated by respondent and its employees and agents, following and as a result of respondent's unlawful acquisition of the capital stocks of said named corporations; and to that end, respondent shall

"(2) So divest itself of all the capital stock hereto-

fore acquired by respondent, including all the fruits of such acquisitions, in whatever form they now are, whether held by respondent or by any one for its use and benefit, of the Moultrie Packing Company, a corporation, and of the Andalusia Packing Company, a corporation, or either of them, in such manner that there shall not remain to respondent, either directly or indirectly, any of the fruits of said acquisitions, including the control and/or operations of said corporations, or either of them, resulting from such acquisitions and/or holdings of such capital stocks.

"(3) In so divesting itself of such capital stocks respondent shall not sell or transfer, either directly or indirectly, any of such capital stocks to any officer, director, stockholder, employee or agent of respondent, or to any person under the control of respondent, or to any partnership or corporation either directly or indirectly owned or controlled by respondent. * * *"

A record of inexcusable length discloses facts almost free from controversy.

Petitioner, in June, 1917, acquired all of the stock of the Moultrie Packing Company of Moultrie, Georgia, and in July, 1917, all of the capital stock of the Andalusia Packing Company, of Andalusia, Alabama. It immediately went into possession of both plants and managed and operated them.

The Moultrie Packing Company was organized in 1913 by local business men of Moultrie, Georgia, and its growth was rapid, its business prosperous, and its profits large and increasing.

The Andalusia Company of Andalusia, Alabama, was similarly organized in October, 1915, with a somewhat larger capitalization, and its brief history was one of growth and profit. Both packing companies slaughtered cattle and hogs. Their history is briefly written by the following table:

Moultrie Packing Company		1914	1915	1916	1917 (five months)
Pork	lbs.	200,598	2,199,441	7,305,506	3,907,909
Beef	"	24,739	442,221	196,333	252,280
Lard	"	20,320	326,580	1,171,875	827,575

In the five months of 1917, its profits exceeded sixty per cent. of its paid up capital.

Andalusia Packing Company		(part of year)	(five months)
Pork	lbs.	3,065,341	2,914,692
Beef	"	6,426	189,523
Lard	"	383,774	564,293

For the year ending May 1st, 1917, its profits were $62,646.80 or about fifty per cent. of its paid up capital.

Petitioner was in direct competition with these two packing companies, although the hogs slaughtered by the Moultrie and Andalusia companies were not corn fattened, and the pork was known as "soft." The two packing companies, however, furnished all of the competition which petitioner and the four other large Chicago packing houses met in southeastern United States. Though the total number of hogs and cattle slaughtered at these two packing houses was but a small fraction of one per cent. of that killed in the United States, the competition in fresh pork sales which they furnished in this territory was substantial and direct.

Section 7 of the so-called Clayton Act provides:

> "SEC. 7. That no corporation engaged in commerce shall acquire, directly or indirectly, the whole or any part of the stock or other share capital of another corporation engaged also in commerce, where the effect of such acquisition may be to substantially lessen competition between the corporation whose stock is so acquired and the corporation making the acquisition, or to restrain such commerce in any section or community, or tend to create a monopoly of any line of commerce.
>
> "No corporation shall acquire, directly or indirectly, the whole or any part of the stock or other share capital of two or more corporations engaged in commerce where the effect of such acquisition, or the use of such stock by the voting or granting of proxies or otherwise, may be to substantially lessen competition between such corporations, or any of them, whose stock or other share capital is so acquired, or to restrain such commerce in any section or community, or tend to create a monopoly of any line of commerce.
>
> "This section shall not apply to corporations purchasing such stock solely for investment and not using the same by voting or otherwise to bring about, or in attempting to bring about, the substantial lessening of competition. Nor shall anything contained in this section prevent a corporation engaged in commerce from causing the formation of subsidiary corporations for the actual carrying on of their immediate lawful business, or the natural and legitimate branches or extensions thereof, or from owning and holding all or a part of the stock of such subsidiary corporations, when the effect of such formation is not to substantially lessen competition."

The Commission found,—and no other finding could have been made,—that the purchaser was engaged in interstate commerce; that while so engaged it purchased all the stock of the Moultrie Packing Company and the stock of the Andalusia Packing Company, both of which companies were also engaged in interstate commerce; and that the effect of such acquisition was to substantially lessen competition between the corporation whose stock was acquired, and the corporation making the acquisition.

These findings would necessarily dispose of the application were it not for petitioner's insistent urge that the statute does not mean what it says, and that the court should read into it "the rule of reason" and insert additional requirements, viz: that the competition between the two companies prior to consolidation was substantial, and the effect of the acquisition was injurious to the public.

It further contends that said Section 7 is unconstitutional unless these essential facts are read into it.

The general object and purpose of this statute is so evident that it is hardly necessary to state it. It and the parent legislation, the Sherman law, sought to maintain a wholesome competition between those engaged in competitive interstate commerce. The agitation and discussion preceding their enactment are matters of history of which we must take judicial notice. In its title to this legislation, the Congress stated its purpose, thus:

> "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes."

It particularly referred to a previous act "to protect trade and commerce against unlawful restraints and monopolies."

The report of the Senate Judicial Committee confirms this conclusion.

> "Broadly stated, the bill, in its treatment of unlawful restraints and monopolies, seeks to prohibit and make unlawful certain trade practices which, as a rule, singly and in themselves, are not covered by the act of July 2, 1890, or other existing antitrust acts, and thus by making these practices illegal, to arrest the creation of trusts, conspiracies, and monopolies in their incipiency and before consummation."

The Clayton Act,

> "Was intended to supplement the Sherman Act and within its limited sphere established its own rule." *United Shoe Mach. Co.* v. *United States*, 258 U. S. 451.

As was stated in *Standard Co.* v. *Margrane-Houston Co.*, 258 U. S. 346:

> "The Clayton Act sought to reach the agreements embraced within its sphere in their incipiency, and in the section under consideration to determine their legality by specific tests of its own." * * *

The statute does not prohibit all acquisitive contracts. It is only when such acquisition produces "the effect" described that the statute condemns. It is worthy of note that such effect may be either to,—(a) substantially lessen competition between the corporation whose stock is so acquired and the corporation making the acquisition; (b) restrain such commerce in any section or community; or (c) tend to create a monopoly of any line of commerce. (a) can not be construed without considering (b) and (c). If the court were to read into (a) the elements which petitioner has asked us to insert, what would become of the requirements of (b) and (c)?

Nor are we, in construing this legislation, called upon to pass judgment respecting its wisdom. Conceding that the Congress was authorized under the commerce clause and other sections of, or amendments to, the Constitution, to deal with the subject matter, it alone could determine the wisdom of such legislation and make such exceptions or reservations as it deemed the needs of commerce, and the welfare of the public, required.

We are, therefore, confronted with a simple legal question, one of statutory construction. We must divorce it from the associated economic questions.

The canons of statutory construction call for an expression of legislative intention, and at the same time effectuate the thought conveyed by plain and unambiguous language.

In the present case there is, fortunately, not the slightest conflict between the obvious intention of Congress and the language chosen to convey the thought. Under such circumstances to search for avenues of escape, to conjure up hardships that might possibly result from the enforcement of such legislation, or even to anticipate and avoid constitutional objections, is not a proper judicial function.

It is also urged by petitioner that had it first purchased the assets of these two packing companies rather than the stock, the transaction would have avoided the condemnation of the statute. With this assumption as the major premise of its syllogism, it contends that the transaction was, in fact, the acquisition of the assets of the Moultrie and Andalusia companies.

We are not prepared to, nor called upon to express an opinion respecting the legality of a purchaser's acquisition of the assets of competitors engaged in commerce. The facts in this case do not make it necessary for us to even discuss the question. Petitioner bought the stock. After it acquired the stock, it made its servants and employees, officers and directors of these companies. It took over the active management, and conducted the business so that existing competition was eliminated.

If petitioner's major premise be accepted, then the distinction between acquiring the stock and purchasing the assets can not be ignored when the evidence is examined to ascertain whether petitioner purchased stock or assets.

CONSTITUTIONALITY. It is first urged that the distinction made between corporations and individuals is arbitrary.

But was there not a basis for the classification? Congress was dealing with business consolidations of large size. It was endeavoring to prevent the creation of trusts and monopolies. Corporations are the instrumentalities commonly used by those engaged in large enterprises. They lend themselves handily to activities of large proportions. Their control can be readily acquired. Hence the classification has some basis for its existence.

Does the legislation violate any of petitioner's right of "life, liberty or property without due process of law"? This is, in view of our construction of the statute, the real question in the case.

Recognizing, as we do, that the prohibition relates only to those contracts the effects of which is to lessen competition between competing corporations engaged in commerce, we are confronted with the narrow question of petitioner's right (as against the public) to make contracts for the acquisition of a competitor's capital stock, the necessary effect of which is to lessen, or to eliminate entirely, competition from this source.

Courts are constantly called upon to consider deprivation of "liberty" or "property," in the light of changing economic conditions, due to the increase and congestion of population, as well as to changes in methods of business. "Due process," "liberty of contract," and "property rights" are somewhat relative terms, incapable of accurate, precise and lasting definition. In fact, changes in our living, in methods of business, and in the ever increasing functions of government, must be recognized in construing decisions rendered at widely

varying periods of our national history. Legislation which under certain conditions may be found to be an arbitrary and capricious interference with the individual's right to "right, liberty or property," at a later period in the light of experience and changed conditions, may be upheld.

If, as petitioner's counsel concedes, the section is free from "constitutional objection," if "the powers and activities of its ministerial agency" (the Federal Trade Commission) are properly "circumscribed," the query arises, to what circle should such powers be confined?

We are still dealing with words of general meaning and make no progress. Must Congress act only when the child has grown to the stature of a giant? If authority exists to curb,—or to dissolve,—a corporation when it has reached the trust stage, may Congress not take steps to arrest the corporation's growth before the final stage has been reached? Is our national defense policy based upon an impending conflict, or a desire to prevent one? In order to build the Panama Canal, the mosquito was eliminated before the yellow fever appeared. The government may, under the Commerce Clause of the Constitution, forbid every contract "which is reasonably calculated to injuriously affect the public interest." *Atlantic Coast Line* v. *Riverside Mills*, 219 U. S. 202. It may act to anticipate or prevent an unfortunate situation as well as deal with one that existed.

As before stated, the Clayton Act supplemented the Sherman law, the practical enforcement of which was found difficult and often resulted in hardships to innocent parties. The section under consideration sought by means, which the Congress deemed expedient and effective, to prevent a condition which the Sherman law was designed to overcome when once it existed. Certainly courts should hesitate to say that the means selected are not "appropriate" or "primarily adapted" to accomplish the desired end when it is conceded that the prevention of such "ends" through dissolution is within the recognized powers of Congress.

In other words, the issue is not one of authority of Congress to deal with an undesirable condition, but rather an asserted want of power to prevent that result through the means resorted to for that purpose. And the answer seems to be that Congress, having the authority to regulate interstate commerce, may do so by such means as to it seems appropriate, to prevent a condition which is contrary to the settled public policy of the government and inimical to the welfare of its people.

If competing corporations may not consolidate, it naturally follows that it will be difficult for one corporation ever to monopolize an industry. So it may be said that the "means" are "appropriate," and "primarily adapted" to accomplish the end. Whether such "means" may not, when strictly enforced, lead to "evils" greater than the "cure" is another question,—one which the Congress only may determine.

It was also urged that Paragraph 3 modified the first paragraph of Section 7, and thus amended, aids the petitioner.

It may well be that the third paragraph of Section 7 modifies the first and limits it, but we find in the evidence nothing to support a finding that petitioner acquired the stock of its compeitors

> "*solely* for investment and not using the same, by voting or otherwise, to bring about or attempting to bring about the substantial lessening of competition."

It would be difficult to conceive of any case where one corporation purchased all of the stock of its competitor *solely* for investment. Such a case would be a rare one. Certainly petitioner herein did not purchase this stock solely for investment.

In conclusion it might be suggested to respondent that delay in instituting proceedings of the character hereunder review, frequently works an unnecessary hardship to the aggrieved party. Certainly a limitation of time should be fixed, by statutory enactment or otherwise, during which these proceedings must be instituted. The purchasing company would not then (as appears was done in the case before us) invest vast sums of money enlarging and improving the acquired property before respondent took steps to restore the status of the companies.

The petition is denied.

ALSCHULER, *Cir. J.* The apparent considerable benefit to the localities from the increased manufacturing activities there, which followed the transactions complained of, illustrates the possible hardship and resultant embarrassment in strictly applying the statute in accordance with its plain and comprehensive terms. But the very defense here made would tend to show the same local benefit would have accrued had the stock purchases in question not occurred. In large measure the acquirement of the stock is sought to be justified by contention and proof that petitioner would in any event have established plants of its own there or thereabout. Had this been done the localities would have had not only new plants

of this large and well established concern, but the existing plants as well. But it is strongly urged that the ones already there would not likely have withstood the added competition, and that in any event they would not long have survived. Be this as it may, this cannot suspend or avoid the very broad and sweeping statute which denounces acquisition by one corporation of the stock of another, or of the stock of two or more other corporations, where this may substantially lessen competition between them, or restrain commerce in any section or community, or tend to create monopoly in any line of commerce. If an exception to the operation of the statute ought and is to be raised in cases where the concern whose stock is acquired is comparatively small, or weak, or for any reason unlikely long to endure, it must come through statutory enactment, and not by judicial construction.

And afterwards, on the same day, to wit: On the sixteenth day of February, 1925, the following further proceedings were had and entered of record, to wit:

Monday, February 16, 1925.

Court met pursuant to adjournment.

Present:

Hon. Samuel Alschuler, Circuit Judge, presiding.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page, Circuit Judge.
Hon. Albert B. Anderson, Circuit Judge.
Edward M. Holloway, Clerk.

Before:

Hon. Samuel Alschuler, Circuit Judge.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page, Circuit Judge.

3215 Swift & Company —*vs*— Federal Trade Commission. } Petition to review an order of the Federal Trade Commission.

This cause came on to be heard on the petition to review an order of the Federal Trade Commission, entered August 3, 1922, and the transcript of record, and was argued by counsel.

On consideration whereof: It is now ordered, adjudged and decreed by this court that the said petition to review said order of the Federal Trade Commission be, and the same is hereby denied.

And afterwards, to wit: On the sixteenth day of March, 1925, there was filed in the office of the clerk of this court a certain petition for a rehearing, which said petition for a rehearing is not copied here.

And afterwards, to wit: On the twenty-eighth day of March, 1925, the following further proceedings were had and entered of record, to wit:

Saturday, March 28, 1925.

Court met pursuant to adjournment.

Present:

Hon. Samuel Alschuler, Circuit Judge, presiding.
Hon. George T. Page, Circuit Judge.
Hon. Albert B. Anderson, Circuit Judge.
Edward M. Holloway, Clerk.

Swift & Company
3215 —*vs*—
Federal Trade Commission.

Petition to review an order of the Federal Trade Commission.

Upon the filing of a stipulation of counsel, it is ordered by the court that the time for respondent to file its answer to the petition for a rehearing in this cause be, and the same is hereby extended to and including April 27, 1925.

And afterwards, to wit: On the twentieth day of April, 1925, there was filed by respondent in the office of the clerk of this court a certain Answer to Petition for a Rehearing, which said Answer is not copied here.

Tuesday, October 13, 1925.

Court met pursuant to adjournment and was opened by proclamation of crier.

Present:

Hon. Samuel Alschuler, Circuit Judge, presiding.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page, Circuit Judge.
Hon. Albert B. Anderson, Circuit Judge.
Edward M. Holloway, Clerk.
Palmer E. Anderson, Marshal.

Before:

Hon Samuel Alschuler, Circuit Judge.
Hon. Evan A. Evans, Circuit Judge.
Hon. George T. Page.

	Swift & Company	Petition to Review an order of the Federal Trade Commission.
3215	*vs.*	
	Federal Trade Commission	

It is ordered by the court that the petition for a rehearing in this cause be, and the same is hereby denied.

UNITED STATES CIRCUIT COURT OF APPEALS,

For the Seventh Circuit.

I, Edward M. Holloway, Clerk of the United States Circuit Court of Appeals for the Seventh Circuit, do hereby certify that the foregoing printed pages, numbered from 1593 to 1613, inclusive, contain a true copy of the proceedings had and papers filed (except the briefs of counsel, petition for rehearing and answer thereto) in the case of

Swift and Company

vs.

Federal Trade Commission

No. 3215, October Term, 1923, as the same remains upon the files and records of the United States Circuit Court of Appeals, for the Seventh Circuit.

In testimony whereof I hereunto subscribe my name and affix the seal of said United States Circuit Court of Appeals for the Seventh Circuit, at the City of Chicago, this seventeenth day of October, A. D. 1925.

EDWARD M. HOLLOWAY,

(Seal) *Clerk of the United States Circuit Court of Appeals for the Seventh Circuit.*

IN SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed November 23, 1925

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Second Circuit is granted. And it is further ordered that a duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.